Transportation Authority of Calhoun County
Meeting Agenda
August 12, 2026
Ride Calhoun Administrative Offices
49 South Cass St., Battle Creek, MI 49037

I. Call to Order

II. Roll Call

III. Approval of Agenda

IV. Public Comments on Agenda Items

V. Consent Agenda
   a. July 8, 2026, Meeting Minutes
   b. Finance and Budget Report
   c. AP Bills Paid Report
   d. AP approval through August 8, 2026

VI. Unfinished Business
   a.

VII. New Business
   a. Resolution 27-2026 – Adoption of Act 88, Reciprocal Pension Act
   b. Resolution 28-2026 – Award of contract for RFP #03-2026
   c. Resolution 29-2026 – MissionSquare 457 Deferred Compensation Plan
   d. FY 2027 Preliminary Budget (no action required)

VIII. Public Comments on Non-Agenda Items

IX. Board and Executive Director Comments
   a. Communications to the Board
   b. Consultant Updates
   c. Executive Director Comments
   d. Board Member Comments

X. Dates of Next Meetings
   a. Finance Committee - TBD
   b. Budget Workshop – September 9, 2026 (5:30pm at Ride Calhoun Administrative Office)
   c. Board Meeting – September 9, 2026 (Immediately following budget workshop at Ride Calhoun Administrative Office)

XI. Adjournment

Transportation Authority of Calhoun County
Meeting Minutes
July 8, 2026
Ride Calhoun Administrative Offices
49 South Cass St., Battle Creek, MI 49037

I. Call to Order

The meeting was called to order by Vice Chairperson Tom Tarkiewicz at 5:45pm He noted that we are unable to record this meeting due to the system repeatedly crashing.

II. Roll Call

Members present: Tom Tarkiewicz, Vivian Davis, Maya Williams, Amy Evans, and Dr. Paul Watson.

Members absent: Erick Stewart and Jenasia Morris.

III. Approval of Agenda

It was motioned by Evans and supported by Williams to approve the agenda.

Motion carried.

IV. Public Comment on Agenda Items

None.

V. Consent Agenda

It was motioned by Watson and supported by Davis to approve the Consent Agenda.

Motion carried.

VI. Unfinished Business

None.

VII. New Business

None.

VIII. Public Comments on Non-Agenda Items

None.

IX. Board and Executive Director Comments

a) We received a FOIA request asking for all employee information including whether they are covered by collective bargaining agreements, position, title, and wages. We cleared all of it with our attorney and we will be replying to that FOIA tomorrow. Per the recently revised FOIA policy, all FOIA's go directly to Mallory, and they are pushed to the Attorney. We are in the process of setting it up as an electronic form so there will be timestamps etc. for receipt, re-routing, and answers. Mallory also shared a voice mail message she had received from a passenger regarding an employee (Kery) when she had brought his keys he had left on our vehicle months ago. He expressed how impressed he was with her as a trainer and a person. Mallory explained to the board that the interaction with this individual started because he is one of the people who was impacted by the service area change in Emmett Township but during her conversation, he had mentioned that he left his keys but has not been able to come back down now to get them. He understood why the changes happened and even though his call was not initially about getting his keys back we were able to return those to him and made him very happy.

b) Consultant Updates – Clark wanted to thank everyone for their attention today during the board workshop and felt it was worthwhile. Peter concurred.

c) Executive Director Comments – Mallory first wanted to point out that the finance and budget report now shows bills that have already been paid per the recently

revised accounts payable policy. Moving forward on these statements, payroll will start showing also. Mallory reported we should see the invoice from the City of Battle Creek for roughly $2+ million for July of 2025 until now once they finally send us the invoice and we also have a purchase order for $2+ million for 4 new buses and then we'll continue to have payroll. Another thing that will start appearing in the reports will be credit card transactions. It will be up to the board if they want to see the credit card transactions separately or if they are included in the financial reports as they are, but we can work through that as those credit card transactions start coming in. Lastly, Mallory gave an update on the state budget. According to legislature, we should get 60% of our expenses reimbursed. If we are looking at the language as it was written, it was written with the intent that all transit agencies our size get reimbursed 60% of their eligible expenses. That was based on 1997 values. We haven't seen 60% since probably shortly after that was put into place. Mallory says in her time in the transit industry, we've been in the 30's and during COVID we peeked over 40 a little bit. Even right now, we're at 33%. We typically budget conservatively at 30%. Even though they have increased funding by $33 million in the local bus operating (LBO) pot, it sounds like a lot of money but it's divided between 100 transit systems across the state, so for us it equates to probably about a percent or less increase in funding. To get all the transit systems at 45% funding, we would need an extra $140 million in the LBO at the state level. Some other factors that go into formula distribution are fuel taxes. We are still waiting to hear about some little carve outs and special projects that come out of CTF or what was MTF. One of the pieces of language that did get removed was bipartisan and it was the 6% farebox recovery. This language was added to the budget last year and required transit agencies to strive for 6% farebox recovery. That was struck from the language this year. We would like to see them open Act 51 altogether but it's unlikely that will happen so adding and removing bits and pieces from the budget bill is pretty much our best bet. Getting them to remove the 6% language was a win for all of us. Another piece that they tried getting included in the budget bill was Park n' Ride access. Public transit vehicles are not allowed in Park n' Ride lots according to state law. They've been trying for several years to get that changed. That language wasn't successful this year. Lastly, they also tried getting the transit worker assault bill included which Mallory had shared in the past which is non-partisan. It shouldn't be an issue either way but recognizing that transit workers can be assaulted just like postal workers or any other public worker and it should be treated the same. Our drivers are still somewhat unprotected even though we have plexiglass barriers and doors on the big buses but treating an assault on a transit worker the same way you would treat an assault on a postal worker is really all they're asking for in that language. They thought they had it included in this bill, but it got cut at the end but it's something they're still working towards. Originally, they had tried revising the language that already existed to include transit workers and had opposition into opening that can of worms as to "this is already in place, do your own thing" kind of thing, so they had proposed language but then one official had picked it up and they wanted to bundle it with another package and that's where she thinks it failed. They had support for it, but the requirement was that it was bundled with another bill and when that other bill died, this one died. Mallory said in 2019 when she first came to Battle Creek there was a different police chief and attorney, so she had a little bit

of traction in changing some city ordinances. If it doesn't pass at the state level, we may look locally to address this again. Even at the Federal level they are looking at requiring barriers in vehicles that are purchased using Federal funds. But it was not part of this bill.

d) Board Member Comments – Davis wanted to make sure everyone is aware that Albion's Festival of the Forks is scheduled for September 19th. The parade is at 10 but the event runs until 4pm. Mallory will follow up on the application. Tarkiewicz questioned if we needed to have a special meeting this month to address the documents we had to postpone from tonight. Mallory will get with the board if a special in-person meeting does need to be called.

X. Next Meeting

a) Board Meeting – August 12, 2026, at 5:30pm at Ride Calhoun Admin Office

XI. Adjournment

6:09pm

Respectfully Submitted,

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Vivian Davis, Secretary

Transportation Authority of Calhoun County
Statement of Net Position
As of July 31, 2026

	Month Ending 07/31/2026	Month Ending 06/30/2026
Assets		
Current Assets	10,756,651.63	11,136,091.18
Total Assets	**$ 10,756,651.63**	**$ 11,136,091.18**
Liabilities and Net Position		
Liabilities		
Current Liabilities	42,692.65	135,823.06
Other Liabilities	(1,428.00)	0.00
Total Liabilities	41,264.65	135,823.06
Net Position		
Unrestricted Net Position	11,000,268.12	11,302,229.84
Change in Net Position	(284,881.14)	(301,961.72)
Total Net Position	10,715,386.98	11,000,268.12
Total Liabilities and Net Position	**$ 10,756,651.63**	**$ 11,136,091.18**

Transportation Authority of Calhoun County
Statement of Revenues, Expenses, and changes in Net Position
As of July 31, 2026

	Current Month 07/31/2026	Current FYTD 07/31/2026	Prior Month 06/30/2026	Prior FYTD 09/30/2025
Revenue				
Revenue - Sales				
4010001 - Farebox Revenue	12,430.82	23,514.18	263.62	0.00
4010013 - Credit Card Sales	8,497.62	10,210.00	1,712.38	0.00
Total Revenue - Sales	20,928.44	33,724.18	1,976.00	0.00
Revenue - Other				
4080001 - Property Tax Revenue - Calhoun County	0.00	34,365.14	0.00	421,313.98
4080002 - Property Tax Revenue - City of Albion	5,357.91	218,863.85	0.00	253,797.89
4080003 - Property Tax Revenue - City of Battle Creek	14,630.96	3,489,582.41	0.00	3,235,749.94
4080004 - Property Tax Revenue - City of Marshall	1,371.14	811,583.27	0.00	635,792.50
4080005 - Property Tax Revenue - City of Springfield	202.76	263,026.81	0.00	234,534.41
4080006 - LCSA Payments	0.00	23,000.83	11,909.94	0.00
4110100 - State Operating Assistance	261,952.00	2,619,520.00	261,952.00	0.00
4111400 - Other Capital Contract Reimbursement for Operating Expenses	71,101.00	87,241.71	0.00	0.00
4119901 - Other MDOT/OPT Contracts and Reimbursements	0.00	104,867.00	54,227.00	0.00
4130100 - Section 5311 Operating	0.00	263,942.00	119,037.00	0.00
Total Revenue - Other	354,615.77	7,915,993.02	447,125.94	4,781,188.72
Total Revenue	375,544.21	7,949,717.20	449,101.94	4,781,188.72
Operating Expenses				
General and Administrative Expenses				
Due and Subscriptions				
5090300 - Dues & Subscriptions	1,075.00	21,357.55	0.00	924.00
Total Due and Subscriptions	1,075.00	21,357.55	0.00	924.00
Travel, Meals and Entertainment				
Travel Expenses				
5090201 - Travel & Meetings and Trainings - Travel	462.50	475.25	0.00	0.00
5090202 - Travel & Meetings and Trainings - Training	0.00	35.00	35.00	2,278.28
Total Travel Expenses	462.50	510.25	35.00	2,278.28
Total Travel, Meals and Entertainment	462.50	510.25	35.00	2,278.28
Total General and Administrative Expenses	1,537.50	21,867.80	35.00	3,202.28
Marketing and Advertising Expenses				
Advertising and Promotion				
5030200 - Advertising Fees	0.00	10,068.90	8,800.00	50.00
Total Advertising and Promotion	0.00	10,068.90	8,800.00	50.00
Total Marketing and Advertising Expenses	0.00	10,068.90	8,800.00	50.00
Payroll and Related Expenses				
Benefits				
5020000 - Fringe Benefits	0.00	4,765.18	0.00	0.00
5020002 - Pension Expense	0.00	5,705.00	5,705.00	0.00
5020005 - Medical Insurance	55,805.96	111,611.92	55,805.96	0.00
5020008 - Workers Comp. Insurance	65,913.00	65,913.00	0.00	0.00
Total Benefits	121,718.96	187,995.10	61,510.96	0.00
Salary and Wages				
5010100 - Operators Salaries & Wages	0.00	45,951.23	0.00	0.00

Transportation Authority of Calhoun County
Statement of Revenues, Expenses, and changes in Net Position
As of July 31, 2026

	Current Month 07/31/2026	Current FYTD 07/31/2026	Prior Month 06/30/2026	Prior FYTD 09/30/2025
5010200 - Other Salaries & Wages	0.00	2,376.64	0.00	0.00
5010300 - Dispatchers' Salaries & Wages	0.00	13,962.22	0.00	0.00
Total Salary and Wages	0.00	62,290.09	0.00	0.00
Total Payroll and Related Expense	121,718.96	250,285.19	61,510.96	0.00
Utilities and Facilities				
Rent				
5120003 - Operating Leases and Rental - Other	0.00	12,436.20	0.00	275.00
5125001 - Lease/Rental Agreements > 12 months	10,451.10	54,320.10	4,233.00	0.00
Total Rent	10,451.10	66,756.30	4,233.00	275.00
Utilities				
5050001 - Utilities - Electricity	385.84	1,579.71	326.56	0.00
5050002 - Utilities - Gas	76.26	824.49	59.31	0.00
5050004 - Utilities - Telephone	0.00	1,100.39	528.31	0.00
5050005 - Utilities - Cable	0.00	178.70	178.70	0.00
5050006 - Utilities - Refuse	0.00	281.49	281.49	0.00
5050007 - Utilities - Internet	853.95	1,176.51	322.56	0.00
Total Utilities	1,316.05	5,141.29	1,696.93	0.00
Total Utilities and Facilities	11,767.15	71,897.59	5,929.93	275.00
Operating and Maintenance Expenses				
Miscellaneous Expense				
5099900 - Other Misc. Expense	0.00	0.00	0.00	764.71
Total Miscellaneous Expense	0.00	0.00	0.00	764.71
Professional Services				
5030500 - Audit Costs	0.00	15,200.00	15,200.00	0.00
5039901 - Accounting Services	3,288.00	98,908.50	255.00	63,022.50
5039902 - Legal Services	20,231.72	127,484.55	30,457.43	132,195.15
5039903 - IT Services	2,989.00	23,945.03	9,143.20	0.00
5039904 - All Other Professional and Technical Services	2,676.31	180,508.61	31,555.44	179,515.83
5039905 - Credit Card Processing Fees	1,244.58	1,450.66	206.08	0.00
Total Professional Services	30,429.61	447,497.35	86,817.15	374,733.48
Total Operating and Maintenance Expenses	30,429.61	447,497.35	86,817.15	375,498.19
Taxes and Insurance				
Insurance				
5060301 - Liability Insurance	175,668.00	373,350.00	0.00	1,726.75
5060303 - PL/PD Insurance-Vehicles	340,912.00	963,125.00	622,213.00	0.00
Total Insurance	516,580.00	1,336,475.00	622,213.00	1,726.75
Taxes				
5070001 - Taxes and Fees - Vehicle License & Registration	655.00	655.00	0.00	0.00
Total Taxes	655.00	655.00	0.00	0.00
Total Taxes and Insurance	517,235.00	1,337,130.00	622,213.00	1,726.75
Total Operating Expenses	682,688.22	2,138,746.83	785,306.04	380,752.22
Other Revenue (Expense)				
Other Revenue				
Interest Revenue				
4140000 - Interest	33,730.70	257,427.67	34,769.91	132,604.61
Total Interest Revenue	33,730.70	257,427.67	34,769.91	132,604.61

Transportation Authority of Calhoun County
Statement of Revenues, Expenses, and changes in Net Position
As of July 31, 2026

	Current Month 07/31/2026	Current FYTD 07/31/2026	Prior Month 06/30/2026	Prior FYTD 09/30/2025
Total Other Revenue	33,730.70	257,427.67	34,769.91	132,604.61
Other Expense				
Other Expenses				
5040100 - Fuel & Lubricants	0.00	(7,335.89)	0.00	0.00
5049901 - Other Materials & Supplies - Repair Parts	(5,428.93)	(6,166.74)	(527.53)	0.00
5049903 - Other Materials & Supplies - Building Maintenance	(536.42)	(620.38)	0.00	0.00
5049904 - Other Materials & Supplies - Equipment Maintenance	(1,635.26)	(6,694.68)	0.00	0.00
5049905 - Other Materials & Supplies - Office	(190.22)	(298.77)	0.00	0.00
5049906 - Other Materials & Supplies - Computer and Equipment	(1,890.00)	(13,591.26)	0.00	0.00
5049909 - Other Materials & Supplies - Unclaimed Accidents	(1,787.00)	(1,787.00)	0.00	0.00
5500400 - Other Ineligible State Contracts	0.00	(87,629.52)	0.00	0.00
5500900 - Ineligible Perecent of Association Dues	0.00	(1,205.17)	0.00	0.00
Total Other Expenses	(11,467.83)	(125,329.41)	(527.53)	0.00
Total Other Expense	(11,467.83)	(125,329.41)	(527.53)	0.00
Total Other Revenue (Expense)	22,262.87	132,098.26	34,242.38	132,604.61
Change in Net Position	**$ (284,881.14)**	**$ 5,943,068.63**	**$ (301,961.72)**	**$ 4,533,041.11**

Transportation Authority of Calhoun County
Statement of Liabilities Report

As of July 31, 2026

Reporting Book:	ACCRUAL
As of Date:	07/31/2026
Location:	TACC

	Month Ending 07/31/2026	Month Ending 06/30/2026
Liabilities		
Liabilities		
Current Liabilities	42,692.65	135,823.06
(unposted) Payroll Liabilities	**248,513.47**	0.00
Other Liabilities	(1,428.00)	0.00
Total Liabilities	**289,778.12**	**135,823.06**

Created on : 08/08/2026 10:33 AM EDT

Company name:	Transportation Authority of Calhoun County
Report name:	AP Bills Paid Report
Created on:	8/7/2026

	Vendor ID	Vendor Name	Bill Number	Description	Date	GL Posting Date	Payment Date	Check Number	Bill Amount	Total Paid
Allegra of Battle Creek										
Sum for 192475	V000055	Allegra of Battle Creek	192475	Printing Services - Ride Calhoun Riders Guides (250)	7/10/2026	7/10/2026	8/7/2026	10101	187.56	187.56
Sum for Allegra of Battle Creek									**187.56**	**187.56**
Amalgamated Transit Union (ATU)										
Sum for Union Dues 7.24.26 & 8.7.26	V000045	Amalgamated Transit Union (ATU)	Union Dues 7.24.26 & 8.7.26	ATU Union Dues - Pay Period 7/5-7/18/26 and 7/19/26-8/1/26	7/24/2026	7/24/2026	8/7/2026	10098	1,428.00	1,428.00
Sum for Amalgamated Transit Union (ATU)									**1,428.00**	**1,428.00**
Battle Creek IT LLC										
Sum for 2069	V000025	Battle Creek IT LLC	2069	Monthly Managed Services (18)	7/3/2026	7/3/2026	7/17/2026	10085	2,340.00	2,340.00
Sum for INV-2026-1055	V000025	Battle Creek IT LLC	INV-2026-1055	180 IP Camera, 24TB Surv. Hard Drive, Labor, UniFi Protect Deployment and Commissioning	6/26/2026	6/26/2026	7/17/2026	10085	2,441.22	2,441.22
Sum for INV-2026-1064	V000025	Battle Creek IT LLC	INV-2026-1064	180 camera, Conf cradle point and net cloud, installing sim cards, labeling, etc.	7/28/2026	7/28/2026	8/7/2026	10102	649.00	649.00
Sum for Battle Creek IT LLC									**5,430.22**	**5,430.22**
Blue Care Network of Michigan										
Sum for 261740001774	V000043	Blue Care Network of Michigan	261740001774	Group#00630329 Coverage Period 7/1/26-7/31/226	6/23/2026	6/23/2026	7/17/2026	10084	55,805.96	55,805.96
Sum for 261880019370	V000043	Blue Care Network of Michigan	261880019370	Group#00630329 Coverage Period 8/1/26-8/31/226	7/7/2026	7/7/2026	7/17/2026	10084	55,805.96	55,805.96
Sum for Blue Care Network of Michigan									**111,611.92**	**111,611.92**
Bright Light Real Estate, LLC										
Sum for 701	V000012	Bright Light Real Estate, LLC	701	25% Utilities - June 2026	7/1/2026	7/1/2026	7/17/2026	10086	430.71	430.71
Sum for LEASE 08.2026	V000012	Bright Light Real Estate, LLC	LEASE 08.2026	Lease Agreement - August 2026 Payment	7/29/2026	7/29/2026	7/29/2026	10094	4,233.00	4,233.00
Sum for Bright Light Real Estate, LLC									**4,663.71**	**4,663.71**
CarQuest of Battle Creek										
Sum for 154673	V000047	CarQuest of Battle Creek	154673	Repair Parts - 2024 Ford Transit: Breaks Pads	7/7/2026	7/7/2026	8/7/2026	10100	185.44	185.44
Sum for 155029	V000047	CarQuest of Battle Creek	155029	Repair Parts - Refrigerant (2)	7/14/2026	7/14/2026	8/7/2026	10100	126.62	126.62
Sum for 155721	V000047	CarQuest of Battle Creek	155721	Kroil Aerosol Penetrant, Empty Fillclean, Opticryl, Dynacoat Basecoat	7/18/2026	7/18/2026	8/7/2026	10100	1,478.22	1,478.22

Company name: Transportation Authority of Calhoun County
Report name: AP Bills Paid Report
Created on: 8/7/2026

	Vendor ID	Vendor Name	Bill Number	Description	Date	GL Posting Date	Payment Date	Check Number	Bill Amount	Total Paid
Sum for 156367	V000047	CarQuest of Battle Creek	156367	Empty Fillclean (4), Dynacoat Basecoat (16)	7/24/2026	7/24/2026	8/7/2026	10100	137.72	137.72
Sum for CarQuest of Battle Creek									**1,928.00**	**1,928.00**
Cereal City Group										
Sum for 181134	V000037	Cereal City Group	181134	Porta Cool Water Treatment	6/29/2026	6/29/2026		40370	113.58	113.58
Sum for 181146	V000037	Cereal City Group	181146	Air Filter (2)	6/26/2026	6/26/2026		40370	801.48	801.48
Sum for 181410	V000037	Cereal City Group	181410	Ball Joint (4)	6/30/2026	6/30/2026		40370	535.32	535.32
Sum for 181546	V000037	Cereal City Group	181546	Switch	6/30/2026	6/30/2026		40370	132.21	132.21
Sum for 181653	V000037	Cereal City Group	181653	Napa Oil Seal	7/1/2026	7/1/2026		40370	76.14	76.14
Sum for 181872	V000037	Cereal City Group	181872	Condenser	7/2/2026	7/2/2026		40370	499.17	499.17
Sum for 181881	V000037	Cereal City Group	181881	Drain Plug	7/2/2026	7/2/2026		40370	62.73	62.73
Sum for 182275	V000037	Cereal City Group	182275	Distributor	7/6/2026	7/6/2026		40370	395.79	395.79
Sum for 182294	V000037	Cereal City Group	182294	Tapa Circuit Fuse Holder	7/6/2026	7/6/2026		40370	84.00	84.00
Sum for 182358	V000037	Cereal City Group	182358	Trailer Wire, Spark Tester	7/6/2026	7/6/2026		40370	386.46	386.46
Sum for 182601	V000037	Cereal City Group	182601	Def Bulk Fill	7/6/2026	7/6/2026		40370	744.09	744.09
Sum for 183355	V000037	Cereal City Group	183355	Oil Dry	7/9/2026	7/9/2026		20184	86.15	86.15
Sum for 183355.2	V000037	Cereal City Group	183355.2	Oil Dry	7/9/2026	7/9/2026	7/29/2026	10093	17.58	17.58
Sum for 183546	V000037	Cereal City Group	183546	Yellow Paint Marker	7/9/2026	7/9/2026		40370	87.75	87.75
Sum for 183751	V000037	Cereal City Group	183751	Slick Mist Detailer, Battery, Core Deposit, Battery, Core Deposit	7/10/2026	7/10/2026		40370	3,231.35	3,231.35
Sum for 183753	V000037	Cereal City Group	183753	Fab loom - split poly (75), electrical tape	7/10/2026	7/10/2026		40370	422.80	422.80
Sum for 183754	V000037	Cereal City Group	183754	Square Hitch Receiver (2)	7/10/2026	7/10/2026	8/7/2026	10099	564.78	564.78
Sum for 184112	V000037	Cereal City Group	184112	Padlock	7/14/2026	7/14/2026		40370	133.50	133.50
Sum for 184298	V000037	Cereal City Group	184298	Air Filter, Cabin Air Filter	7/14/2026	7/14/2026		40370	378.05	378.05
Sum for 184300	V000037	Cereal City Group	184300	Air Filter, Cabin Air Filter	7/14/2026	7/14/2026	8/7/2026	10099	77.15	77.15
Sum for 184552	V000037	Cereal City Group	184552	Tie Down	7/14/2026	7/14/2026	8/7/2026	10099	16.75	16.75
Sum for 185102	V000037	Cereal City Group	185102	Weathershield en Hose (6.5), Z Hose End Fittings (8)	7/16/2026	7/16/2026	8/7/2026	10099	167.32	167.32
Sum for 185488	V000037	Cereal City Group	185488	Brake Fluid	7/18/2026	7/18/2026	8/7/2026	10099	21.16	21.16
Sum for 185489	V000037	Cereal City Group	185489	Lithium Grease, Penetrant Oil	7/18/2026	7/18/2026	8/7/2026	10099	17.38	17.38
Sum for 185565	V000037	Cereal City Group	185565	Air Filter, Cabin Filter, Transynd 668 Gal, Engine Oil Filter (6)	7/20/2026	7/20/2026	8/7/2026	10099	394.00	394.00
Sum for 186205	V000037	Cereal City Group	186205	Transmission Solenoid (5)	7/22/2026	7/22/2026	8/7/2026	10099	235.60	235.60
Sum for 186346	V000037	Cereal City Group	186346	Engine Oil Filter (3), Air Filter, Cabin Filter	7/22/2026	7/22/2026	8/7/2026	10099	38.58	38.58
Sum for 186936	V000037	Cereal City Group	186936		7/24/2026	7/24/2026	8/7/2026	10099	429.76	429.76
Sum for 187772	V000037	Cereal City Group	187772	Simple Green Cleaner	7/29/2026	7/29/2026	8/7/2026	20198	140.80	140.80
Sum for Cereal City Group									**10,291.43**	**10,291.43**

Company name:	Transportation Authority of Calhoun County
Report name:	AP Bills Paid Report
Created on:	8/7/2026

	Vendor ID	Vendor Name	Bill Number	Description	Date	GL Posting Date	Payment Date	Check Number	Bill Amount	Total Paid
Cereal City Sunrise (Battle Creek)										
Sum for 5542769	V000054	Cereal City Sunrise (Battle Creek)	5542769	Annual Membership Dues - TACC Mobility Manager 7/1/26-6/30/27	7/13/2026	7/13/2026	8/7/2026	10103	500.00	500.00
Sum for Cereal City Sunrise (Battle Creek)									**500.00**	**500.00**
Christopher Putnam										
Sum for Per Diem- TSI	V000044	Christopher Putnam	Per Diem- TSI	TSI Bus System Safety Training 8/2-8/7/26	7/29/2026	7/29/2026	7/29/2026	10095	462.50	462.50
Sum for Christopher Putnam									**462.50**	**462.50**
City of Marshall										
Sum for 4426	V000018	City of Marshall	4426	Rent - July, August, September 2026	7/1/2026	7/1/2026	8/7/2026	10104	6,218.10	6,218.10
Sum for City of Marshall									**6,218.10**	**6,218.10**
City of Marshall - FiberNet										
Sum for 000822	V000029	City of Marshall - FiberNet	000822	Fiber Internet Installation at 900 S. Marshall Avenue	6/30/2026	6/30/2026	7/17/2026	10087	322.56	322.56
Sum for 7.01.26 Acct#4683	V000029	City of Marshall - FiberNet	7.01.26 Acct#4683	TACC Office - Fiber charge 7/1-7/31/26	7/1/2026	7/1/2026	7/17/2026	10087	99.00	99.00
Sum for SP 8/1/26 - 8/31/26	V000029	City of Marshall - FiberNet	SP 8/1/26 - 8/31/26	Acct #4683 - Service Period 8/1-8/31/26	8/1/2026	8/1/2026	8/7/2026	10105	109.00	109.00
Sum for City of Marshall - FiberNet									**530.56**	**530.56**
Diamond Manufacturing, Inc.										
Sum for 40772	V000051	Diamond Manufacturing, Inc.	40772	Donation Box - Model XV Complete Unit For Vehicle 311	7/22/2026	7/22/2026	8/7/2026	10106	1,890.00	1,890.00
Sum for Diamond Manufacturing, Inc.									**1,890.00**	**1,890.00**
Granger Waste Services										
Sum for 3172170	V000053	Granger Waste Services	3172170	Service Dates 7/1/26-7/31/26	6/30/2026	6/30/2026	8/7/2026	10107	281.49	281.49
Sum for Granger Waste Services									**281.49**	**281.49**
Henkel Chrysler Jeep, Inc.										
Sum for 162291	V000036	Henkel Chrysler Jeep, Inc.	162291	Lifters and Rockers for Vehicle #302	7/14/2026	7/14/2026	7/14/2026	10080	1,020.72	1,020.72
Sum for Henkel Chrysler Jeep, Inc.									**1,020.72**	**1,020.72**
House of Wraps LLC										
Sum for Inv#1072 Vehicle #645	V000035	House of Wraps LLC	Inv#1072 Vehicle #645	Bus #645 - wrap repair due to damage	7/30/2026	7/30/2026	8/6/2026	10097	1,787.00	1,787.00

Company name:	Transportation Authority of Calhoun County
Report name:	AP Bills Paid Report
Created on:	8/7/2026

	Vendor ID	Vendor Name	Bill Number	Description	Date	GL Posting Date	Payment Date	Check Number	Bill Amount	Total Paid
Sum for Inv#2335 Vehicle #305	V000035	House of Wraps LLC	Inv#2335 Vehicle #305	Van Repair - #305	8/6/2026	8/6/2026	8/6/2026	10097	424.00	424.00
Sum for House of Wraps LLC									**2,211.00**	**2,211.00**
Imperial Supplies LLC										
Sum for I001HK6623	V000042	Imperial Supplies LLC	I001HK6623	Fuel Station, 14 Gallon	7/8/2026	7/8/2026	7/17/2026	10089	489.79	489.79
Sum for I001HQ6110	V000042	Imperial Supplies LLC	I001HQ6110	Broom Handle, Truck Wash Brush, Lens Clean Towelettes, Broom, Cleaner	7/24/2026	7/24/2026	8/7/2026	10108	492.17	492.17
Sum for I001HR5607	V000042	Imperial Supplies LLC	I001HR5607	Truck Wash Brush	7/28/2026	7/28/2026	8/7/2026	20216	38.64	38.64
Sum for Imperial Supplies LLC									**1,020.60**	**1,020.60**
King Media, Inc.										
Sum for 84727	V000004	King Media, Inc.	84727	TACC July 2026 Billing Sheet - Website, Media Campaign, Retainer Services	6/25/2026	6/25/2026	7/17/2026	10090	26,534.00	26,534.00
Sum for King Media, Inc.									**26,534.00**	**26,534.00**
Maner Costerisan & Ellis, PC										
Sum for 86903	V000003	Maner Costerisan & Ellis, PC	86903	Project Oversight - June 2026	7/23/2026	7/23/2026	8/7/2026	10109	3,033.00	3,033.00
Sum for 87378	V000003	Maner Costerisan & Ellis, PC	87378	2026 Intacct Ongoing Support - 6/22, 7/1, 7/3	7/24/2026	7/24/2026	8/7/2026	10109	255.00	255.00
Sum for Maner Costerisan & Ellis, PC									**3,288.00**	**3,288.00**
Marshall Area Economic Development Alliance										
Sum for 4266	V000049	Marshall Area Economic Development Alliance	4266	2026-2027 Chamber Membership 7/1/26-6/30/27	7/1/2026	7/1/2026	8/7/2026	10110	575.00	575.00
Sum for Marshall Area Economic Development Alliance									**575.00**	**575.00**
Metronet										
Sum for Acct#3035623 7.1.26	V000052	Metronet	Acct#3035623 7.1.26	Business Fiber 7/1-7/31/26	7/1/2026	7/1/2026	8/7/2026	10111	754.95	754.95
Sum for Metronet									**754.95**	**754.95**
Miller Johnson										
Sum for 2080329	V000002	Miller Johnson	2080329	General Labor Matters through June 30, 2026	7/7/2026	7/7/2026	7/17/2026	10088	1,681.47	1,681.47
Sum for 2080330	V000002	Miller Johnson	2080330	General Corporate Matters through June 30, 2026	7/15/2026	7/15/2026	7/17/2026	10088	18,550.25	18,550.25
Sum for Miller Johnson									**20,231.72**	**20,231.72**

Company name:	Transportation Authority of Calhoun County									
Report name:	AP Bills Paid Report									
Created on:	8/7/2026									
	Vendor ID	**Vendor Name**	**Bill Number**	**Description**	**Date**	**GL Posting Date**	**Payment Date**	**Check Number**	**Bill Amount**	**Total Paid**
Radio Engineering Industries, Inc.										
Sum for 541753	V000046	Radio Engineering Industries, Inc.	541753	Armor Cloud Cell Annual License Fee - 25 units	5/27/2026	5/27/2026	7/31/2026	10096	9,796.00	9,796.00
Sum for Radio Engineering Industries, Inc.									**9,796.00**	**9,796.00**
Semco Energy										
Sum for Acct#0314767.501 07.2026	V000050	Semco Energy	Acct#0314767.501 07.2026	Service Dates 7/1/26 - 7/8/26, Actual Meter Read.	7/21/2026	7/21/2026	8/7/2026	10112	31.39	31.39
Sum for Semco Energy									**31.39**	**31.39**
State of Michigan										
Sum for Titles FLEX/Admin	V000034	State of Michigan	Titles FLEX/Admin	Titles for 300, 301, 304, 305, 310, 312, 639, 121, and 123	7/17/2026	7/17/2026	7/17/2026	10083	140.00	140.00
Sum for Titles-Marshall	V000034	State of Michigan	Titles-Marshall	Marshall Van Title Transfers	7/14/2026	7/14/2026	7/14/2026	10081	95.00	95.00
Sum for State of Michigan									**235.00**	**235.00**
VanBelkum Companies of Grand Rapids LLC										
Sum for 20819	V000032	VanBelkum Companies of Grand Rapids LLC	20819	Verkada Access Control Proposal - Phase 2	6/19/2026	6/19/2026	7/17/2026	10091	5,021.44	5,021.44
Sum for VanBelkum Companies of Grand Rapids LLC									**5,021.44**	**5,021.44**
Worgess Insurance Agency, Inc										
Sum for LBLTY INS 07.2026	V000006	Worgess Insurance Agency, Inc	LBLTY INS 07.2026	Liability Insurance - July 2027 (General, Excess, Mgmt, Cyber, Auto, Abuse)	7/1/2026	7/1/2026	7/14/2026	10082	516,580.00	516,580.00
Sum for Worgess Insurance Agency, Inc									**516,580.00**	**516,580.00**
Sum Total									732,723.31	732,723.31

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY MICHIGAN BOARD OF DIRECTORS

RESOLUTION NO. 27-2026

At a _____ meeting of the Transportation Authority of Calhoun County Authority ("TACC"), Board of Directors, held on _____ at the_____, the following Resolution was offered for adoption by TACC Board Member _____ and supported by TACC Board Member _____:

ADOPTION OF THE RECIPROCAL RETIREMENT ACT

RESOULTION TO ADOPT THE RECIPROCAL RETIREMENT ACT FOR THE TACC RETIREMENT PLANS FOR THE PURPOSES OF VESTING SERVICE TOWARDS ELIGIBLE RETIREMENT

RECITALS

WHEREAS, the TACC, pursuant to the Public Transportation Authority Act, Act 196 of 1986, has all vested legislative authority and powers, and

WHEREAS, the TACC, being a "municipal unit" which covers its employees under a retirement system, does hereby, by a majority vote of its governing body, elect to adopt the provisions of the Reciprocal Retirement Act, No. 88 of 1961 (MSA § 4.1601; MCLA § 38.1101), for its employees covered under such retirement systems.

WHEREAS the _____shall file written certification of this action with the Secretary of State for the State of Michigan.

NOW, THEREFORE, IT IS RESOLVED THAT

1. The TACC Board adopts provisions of the Reciprocal Retirement Act of 1961 ("Act 88") for all retirement plans offered by the TACC.

2. An employee who has 30 months or more of credited service acquired as a member of one of the TACC's retirement systems, and who has attained the age but has not met the service requirements for age and service retirement shall be entitled to use their credited service in force previously acquired as a member of another Michigan governmental or municipal unit retirement system, in meeting the service requirements of the TACC's retirement systems. As used in this section, "governmental unit" and "retirement system" mean those terms as defined at MCLA § 38.1102.

3. Reciprocal service will only count toward pension eligibility and will not be included in an employee's pension calculation.

4. The TACC is hereby authorized and directed to, within 10 days of the date of adoption, file a written certification with the Secretary of State. Upon the filing of the certification the municipal unit or state unit shall be a reciprocal unit.

5. The provisions of this act, when adopted by a municipal or state unit shall be effective for the unit in addition to the provisions of charter, ordinance, resolution or state law governing the retirement systems for the reciprocal unit, as the provisions of charter, ordinance, resolution or State act are in force and as amended.

6. The Executive Director of the TACC is hereby authorized and directed to establish and revise administrative policies of the retirement systems offered by the TACC to recognize the adoption of this act.

7. The Executive Director of the TACC is hereby authorized and directed to take all actions necessary to notify and disclose to current and prospective employees eligible for retirement under a TACC plan of the adoption of this act.

8. All resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded to the extent of the conflict.

9. All actions heretofore taken by TACC officials, employees, and agents with respect to the services and proceedings regarding this matter are hereby ratified and confirmed.

AYES, Board Member:

NAYS, Board Member:

RESOLUTION DECLARED ADOPTED.

_____

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the Transportation Authority of Calhoun County Board of Directors at a regular meeting held on August _, 2026. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by said Act

_____
Vivian Davis, Secretary

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY
BOARD OF DIRECTORS

Resolution 28-2026

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held at Ride Calhoun Administrative Offices, located at 49 South Cass St., Battle Creek, MI 49037, on Wednesday, August 12, 2026, with Board Chair Erick Stewart presiding, the following action was taken:

Whereas, The Transportation Authority of Calhoun County (TACC), issued RFP #03-2026 for professional services related to the Next Generation Transit Facility Plan and, following the established evaluation and selection process, selected Wendel Architecture, PC.C. as the successful proposer; and

Whereas, the project is funded through grant funding provided by the Michigan Department of Transportation (MDOT), and the proposed agreement incorporates the requirements of RFP #03-2026 and applicable state and federal contract requirements;

Now, Therefore, be it resolved, the Board of Directors of the Transportation Authority of Calhoun County hereby approves entering into a Professional Services Agreement with Wendel Architecture, P.C. for the Next Generation Transit Facility Plan in an amount not to exceed $146,608; and

Be it further resolved, that the Executive Director is authorized to execute the agreement and any related documents necessary to initiate the project, subject to final legal review and approval as to form and compliance with applicable MDOT and federal requirements.

CERTIFICATE

I, Vivian Davis, Secretary of the Transportation Authority of Calhoun County, having custody of the records and proceedings of the Transportation Authority of Calhoun County at the meeting of August 12, 2026, with the original minutes now on file and of record in the office that this resolution is true and correct.

_____ _____

Signature Printed Name

_____ _____

Title Date

DRAFT

August 5, 2026

Shannon Wedl
Grants & Procurement Manager
Transportation Authority of Calhoun County
339 W. Michigan Ave.
Battle Creek, MI
cc: Mallory Avis, Executive Director

SUBJECT: TRANSPORTATION AUTHORITY OF CALHOUN COUNTY (TACC) NEXT GENERATION TRANSIT FACILITY PLAN BATTLE CREEK, MI

Dear Shannon:

Wendel is pleased to submit this contract agreement for professional services associated with TACC's Next Generation Facility Plan. This proposal will set specific scope and fee parameters based on our understanding of the project services required.

We understand the TACC is in need of a study to establish future facility needs, identify and rank candidate sites, develop conceptual facility and site designs, and prepare a financial plan to support future funding, acquisition, and implementation.

In addition to **this Agreement**, the contract documents for this phase of the project shall include:

1) Exhibit A: RFP #03-2026 TACC Next Generation Transit Facility Plan and any addenda
2) Exhibit B: Wendel's proposal/response to RFP dated June 30, 2026 and the signed Certification of Compliance with Federal Contract Clauses and Prohibition of Discrimination in State Contracts

Order of precedence in event of conflicting terms and conditions:

1) Published addenda modifying the RFP
2) The contents of the RFP
3) Wendel's response to the RFP requirements

A. SCOPE OF WORK

The scope of services as described in Wendel's response/proposal for services dated June 30, 2026 (Exhibit B) is our understanding of the scope of work required for this project. This includes the following tasks:

1) Project Initiation, Management and Immersion
2) Define Facility Needs

3) Identify Potential Sites
4) Conceptual Facility and Site Design
5) Financial Plan, Benefit-Cost Analysis, and Grant Readiness
6) Plan Development and Board Presentation

Deliverables for such tasks are also stated in Exhibit B.

B. EXCLUSIONS

The following services are excluded from this proposal

1) Any and all work not specifically included in the above "scope of work" is excluded.
2) Hazardous materials sampling and abatement design.
3) Final design and engineering services.
4) Survey, soil borings, and other misc. testing.
5) Permitting, Bidding, and Construction Administration.
6) Environmental Review and Approvals (i.e. Categorical Exclusions, NEPA, other)

C. ASSUMPTIONS

1) Wendel personnel will have access to the site, owner's personnel and information in support of existing condition investigations.
2) Environmental issues (including, but not limited to the presence of asbestos and lead) will be addressed by others.
3) AutoCAD files and/or PDFs of the existing buildings and conditions will be provided by the owner.
4) Swift review and comment by the Owner and Stakeholder team(s) to maintain the schedule.
5) A maximum of five (5) parcels may move to the shortlist.
6) One (1) preferred site or preferred facility strategy will move forward into concept planning and costing exercises.

D. PROPOSAL FEE

Wendel is proposing to perform the scope of work presented in this agreement for a lump sum fee of $146,608 as outlined in 'Appendix B Cost Proposal' of the 6/30/26 response to RFP (Exhibit B).

Fee Notes:

1) This fee includes other direct costs such as lodging, airfare, car rental, per diem, and other misc. direct expenses.
2) Should Wendel be required to perform additional services beyond those outlined above, Wendel shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.
3) Our fee and schedule proposal is valid for 60 days. If we do not receive a signed notice to proceed before that date, we reserve the right to re-evaluate our proposal.

4) Wendel reserves the right to shift hours between project staff and tasks within the contract fee.

E. PROPOSED SCHEDULE

The proposed project schedule as outlined in Exhibit B is an optimistic approach to the overall tasks and deliverables to be provided.

*W*endel anticipates starting work within two weeks from notice to proceed. We will aim to complete our work within the proposed task durations. There may be some flex and/or overlapping between tasks. The draft and final reports will likely completed in January - February 2027.

Timely receipt of technical documents, design criteria and approvals from others are necessary to accomplish our work within the suggested schedule.

F. TERMS

This agreement and the attached "Appendix A" (Professional Services terms & Agreements) are intended to represent the entire contractual relationship. Please indicate your acceptance by signing and returning one (1) executed copy to our office.

Should Wendel's proposal be accepted, Wendel Architecture, P.C., a Michigan licensed architecture firm that is part of a consolidated group of Wendel Companies, will contract to undertake the work. Our letterhead and plans will still prominently say "Wendel" and we will refer to ourselves as Wendel throughout the project.

ACCEPTANCE/AUTHORIZATION:

Accepted this _____day of _____, 20____

Print Name: _____

Signature: _____

Title: _____

ACCEPTANCE/AUTHORIZATION:

Accepted this _____day of _____, 20____

Print Name: _____

Signature: _____

Title: _____

PROFESSIONAL SERVICES TERMS AND CONDITIONS

AGREEMENT. It is mutually understood and agreed that the Client's acceptance of the agreement to which these terms and conditions are attached constitutes an incorporation of these terms and conditions which, together with any attached supporting documentation, embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby and constitute a binding legal agreement ("Agreement"). If Wendel is authorized by the Client to provide services set forth in this Agreement or a Change Order, either orally or in writing, prior to formal acceptance of either, such authorization shall be deemed an acceptance of this Agreement effective as of the date Wendel commences providing the services, and such services shall be provided and compensated for in accordance with the terms and conditions contained in this Agreement.

STANDARD OF CARE/PERFORMANCE. Wendel shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances and shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. No warranty, guarantee or fiduciary relationship, either express or implied, is made or intended by this Agreement.

OBLIGATIONS OF WENDEL. Wendel will prepare the work and deliverables in a timely manner but it is agreed between the parties that Wendel cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was entered into. Wendel commits to provide adequate and qualified resources to meet the schedule, and will work with Proposal Recipient's management in a manner that enables management to make informed decisions.

OBLIGATIONS OF PROPOSAL RECIPIENT. Client will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Client will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address questions, unforeseen circumstances or other unexpected conditions that may arise.

PAYMENT. Progress payments shall be made in proportion to services performed and shall be due and payable within thirty (30) days of invoice submittal, without retainage. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal. Wendel reserves the right to suspend services if payment of any undisputed invoice amounts are sixty (60) days overdue.

CHANGE ORDERS. During the term hereof the scope of services and compensation therefor may be adjusted by mutually agreed upon written Change Orders hereto.

SUSPENSION AND TERMINATION BY WENDEL. If the Client (i) fails to timely make payments due, or (ii) suspends the work for more than ninety (90) calendar days for reasons other than the fault of Wendel, or (iii) substantially fails to perform in accordance with the terms of this Agreement through no fault of Wendel, then Wendel may suspend services or terminate this Agreement upon seven (7) days advance written notice to Client, and Client shall pay all sums due for services performed prior to suspension or termination and any costs attributable to suspension or termination. Upon any resumption of services, Fees and time schedules shall be equitably adjusted. Wendel may terminate this Agreement for convenience upon not less than seven (7) days written advance notice and Client shall pay all sums due for services performed prior to termination.

SUSPENSION AND TERMINATION BY CLIENT. If the Client suspends the work, Wendel shall be compensated for services performed prior to notice of such suspension and Client will be liable for any expenses incurred in the interruption and resumption of services. Upon resumption of services, Fees and time schedules shall be equitably adjusted. If the Client terminates this Agreement for its convenience, the Client shall compensate Wendel for Wendel's services performed prior to termination, reimbursable expenses incurred, and costs attributable to termination, including the costs attributable to Wendel's termination of consultant agreements. Client may terminate this Agreement for default upon not less than seven (7) days' advance written notice should Wendel substantially fail to perform in accordance with the terms of this Agreement through no fault of the Client.

HAZARDOUS MATERIALS. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Wendel, its affiliates, subconsultants and subcontractors, and their respective officers, directors, partners, employees, and agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum products, radioactive materials, or any other hazardous materials at, on, under, or from the work site.

OWNERSHIP OF DOCUMENTS. All the documents, reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Wendel in any form, including machine readable format, (collectively "Documents") are instruments of Wendel's services and shall remain the sole property of Wendel. Wendel retains all ownership and all other rights, including copyrights, in all such documents.

LIMITATIONS ON USE OF DOCUMENTS. The Documents are prepared for use for the purpose and at the site identified in the Agreement or Change Order only and are not appropriate for use for any other purpose or site, except by the authorization and agreement in writing with the appropriate compensation to Wendel. Client agrees to release Wendel and its affiliates from any

liability associated with any unauthorized changes made to the Documents and their use thereof and further agrees to indemnify and hold harmless Wendel and its affiliates from any and all claims arising out of such changes or use.

MACHINE READABLE MEDIA. Where Wendel agrees to supply some or all of the Documents in machine readable format (hereinafter "machine readable media"), the parties understand and agree that any Documents supplied in such machine readable format are so supplied as a convenience to the recipient. Such Documents are not intended to replace the printed forms of such Documents. The content of the Documents supplied by Wendel in printed form shall govern over the contents of Documents supplied in machine readable format. The recipient shall be solely responsible for comparing the output of the machine readable media with the printed Documents designated by Wendel as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine readable media for the limited purpose agreed to by Wendel and shall not alter, mediate or change the contents of such machine readable media in any way, or transfer to others, without the express written approval of Wendel.

CONFIDENTIALITY. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees of Wendel and its affiliates, and other consultants who need such confidential information in order to meet contractual obligations under this Agreement.

PUBLICATION. Wendel has the right to photograph the work and to use the photos in the promotion of its professional practice through advertising, public relations, brochure or other marketing materials. Client agrees that Wendel has the authority to utilize its name as a client and general description of the work or service performed as references. Wendel will be given proper credit and acknowledgements for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/owner) in project identification boards, published articles, promotional brochures and similar communications.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the work or following the completion of the work, the Client and Wendel agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The parties further agree to include a similar mediation provision in all agreements with independent contractors they retained for the work and to require all independent contractors and consultants to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers or fabricators retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, it will be addressed in an appropriate court of proper jurisdiction.

LIABILITIES. THE CLIENT AND WENDEL HAVE DISCUSSED THEIR RISKS, REWARDS AND BENEFITS OF THE WORK TO BE PERFORMED, WENDEL'S TOTAL FEE FOR SERVICES AND HAVE ALLOCATED THE RISKS SUCH THAT, UNLESS STATED OTHERWISE ELSEWHERE IN THIS AGREEMENT, THE CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, WENDEL'S TOTAL LIABILITY TO THE PROPOSAL RECIPIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, WENDEL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WENDEL UNDER THIS AGREEMENT OR $500,000.00 WHICHEVER IS LESS.

INDEMNITY. Each Party agrees to indemnify the other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent caused by the Party's negligent acts, errors, or omissions relating to this Agreement, subject to any limitations of liability set forth elsewhere herein.

CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

BUDGET/CONTINGENCY. The Client agrees to establish a realistic budget for the cost of the work; the budget will include a contingency fund which will be used solely for the purpose of paying for contractor change orders, addressing omissions from the construction documents, and Client approved Change Orders for Wendel's services.

OPINIONS OF CONSTRUCTION COST. Any opinion of construction cost prepared by Wendel represents its judgement as a design professional and is supplied for the general guidance of the Client. Since Wendel has no control over the cost of labor and material, or over competitive bidding or market conditions, Wendel does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

FORCE MAJEURE. Neither Party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

PURCHASE ORDERS. Client acknowledges and agrees that any purchase order issued by Client in accordance with this Agreement is intended only to establish payment authority for Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

WAIVER. No waiver by either Party hereto or any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which the work or Project is located, without regard to principles of conflict of laws.

THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the Client and Wendel, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement.

AUTHORITY. Each Party represents and warrants to the other that it has the requisite authority to accept, deliver and perform this Agreement.

Exhibit A

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY (TACC)

RIDE CALHOUN

REQUEST FOR PROPOSAL (RFP) #03-2026:

NEXT GENERATION TRANSIT FACILITY PLAN

1.0 CONTENTS

1.0 CONTENTS 2
2.0 INTRODUCTION 5
3.0 BACKGROUND 5
4.0 SCOPE OF WORK 7
5.0 PROCUREMENT SCHEDULE AND TASKS 8
5.1 SCHEDULE 8
5.2 PROJECT TASKS 8
5.2.1 KICK OFF MEETING 8
5.2.2 INVOICING AND REPORTING 8
5.2.3 DEFINE FACILITY NEEDS 8
5.2.4 IDENTIFY POTENTIAL SITES 9
5.2.5 CONCEPTUAL FACILITY AND SITE DESIGN 9
5.2.6 FINANCIAL PLAN 9
5.2.7 PLAN DEVELOPMENT AND PRESENTATION 10
6.0 INSTRUCTIONS TO PROPOSERS 10
6.1 GENERAL 10
6.2 SUBMISSION 11
6.3 REQUIRED PROPOSAL CONTENTS 11
6.3.1 FORMS TO REVIEW, COMPLETE, AND SIGN 11
6.3.2 TECHNICAL APPROACH/DELIVERABLES 11
6.3.3 COMPANY PROFILE, KEY PERSONNEL, and PREVIOUS PERFORMANCE 11
6.3.4 PROJECT SCHEDULE 12
6.3.5 COST PROPOSAL 12
6.3.6 SUB-CONTRACTORS 12
6.3.7 INSURANCE CERTIFICATIONS 12
6.4 SINGLE PROPOSAL RESPONSE 12
6.5 PUBLIC DISCLOSURE OF PROPOSALS 13
6.6 CONTRACT TERM 13
6.7 CONTRACT AWARD 13

6.8 EXECUTION OF CONTRACT AND NOTICE TO PROCEED 13
7.0 EVALUATION 14
7.1 GENERAL 14
7.2 RESPONSIVENESS/OVERALL PROPOSAL QUALITY 14
7.3 TECHNICAL APPROACH 14
7.4 QUALIFICATIONS, EXPERIENCE & PAST PERFORMANCE OF THE PROPOSER 14
7.5 PRICE 15
7.6 PRESENTATIONS/INTERVIEWS (IF NECESSARY) 15
8.0 TERMS AND CONDITIONS 15
8.1 INSTRUCTIONS TO PROPOSERS 15
8.1.1 PROPOSALS 15
8.1.2 ADDENDA TO THE RFP 16
8.1.3 CONDITIONS, EXCEPTIONS, RESERVATIONS, OR UNDERSTANDINGS 16
8.1.4 PROTEST PROCEDURES 16
8.1.5 PROPRIETARY AND CONFIDENTIAL INFORMATION 17
8.1.6 SIGNING OF PROPOSAL FORMS 18
8.1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS 18
8.1.8 COST OF PROPOSAL DEVELOPMENT 18
8.1.9 PROPOSAL EVALUATION, NEGOTIATION, AND SELECTION 18
8.1.10 RESPONSIBILITY OF PROPOSERS 19
8.1.11 AGENCY RIGHTS 19
8.1.12 CONFLICTS OF INTEREST AND GRATUITIES 19
8.2 GENERAL CONDITIONS 20
8.2.1 DEFINITIONS 20
8.2.2 MATERIALS AND WORKMANSHIP 21
8.2.3 CONFORMANCE WITH SPECIFICATIONS AND/OR DRAWINGS 21
8.2.4 INSPECTION, TESTING, AND ACCEPTANCE 21
8.2.5 INTELLECTUAL PROPERTY WARNING 22
8.2.6 DATA RIGHTS 22
8.2.7 CHANGES 23

8.2.8 INDEMNIFICATION 23
8.2.9 SUSPENSION OF WORK 24
8.2.10 EXCUSABLE DELAYS/FORCE MAJEURE 25
8.2.11 TERMINATION 26
8.2.12 COMPLIANCE WITH LAWS AND REGULATIONS 27
8.2.13 CHANGES OF LAW 27
8.2.14 GOVERNING LAW AND CHOICE OF FORUM 27
8.2.15 DISPUTES 28
8.2.16 ACCESS TO RECORDS 28
8.2.17 CONFLICTS OF INTEREST, GRATUITIES 29
8.2.18 WAIVER 29
8.2.19 REMEDIES NOT EXCLUSIVE 29
8.2.20 COUNTERPARTS 29
8.2.21 SEVERABILITY 30
8.2.22 THIRD-PARTY BENEFICIARIES 30
8.2.23 ASSIGNMENT OF CONTRACT 30
8.2.24 INDEPENDENT PARTIES 30
8.2.25 SURVIVAL 30
8.2.26 AGENCY RIGHTS 31
8.3 SPECIAL PROVISIONS 31
8.3.1 PRICING 31
8.3.2 TYPE OF CONTRACT AND PAYMENT 31
8.3.3 INVOICES 32
8.3.4 TAXES 32
8.3.5 DELIVERY 32
8.3.6 INSURANCE 33
APPENDIX A – TRANSMITTAL COVER PAGE 35
APPENDIX B – SAMPLE COST PROPOSAL 36

2.0 INTRODUCTION

The Transportation Authority of Calhoun County (TACC) is seeking proposals from qualified firms to conduct planning work to prepare for the replacement of existing TACC Operations, Maintenance, and Administrative facilities. The key planning tasks include establishing future facility needs; identifying potential sites for a new Operations, Maintenance, and Administrative Facility (OMA Facility), developing conceptual site/facility design; and developing a financial plan, including a benefit cost analysis, to complete the project. When complete, the *Transportation Authority of Calhoun County Next Generation Facility Plan* will provide a blueprint for staff to follow, from property acquisition to grant readiness to construction of the facility. The selected Contractor will work with TACC staff and the public to develop the plan, incorporate community input, and present the final plan to the TACC Board of Directors.

3.0 BACKGROUND

The Calhoun County Board of Commissioners created the Transportation Authority of Calhoun County (TACC) in September 2023. In November 2024, voters approved a dedicated public transportation millage to expand and enhance transit services in Calhoun County. The TACC currently serves the cities of Albion, Battle Creek, Marshall, and Springfield. Services were previously provided by the cities of Battle Creek and Marshall separately. The TACC became the designated recipient of State and Federal funding on October 1, 2025.

The TACC operates fixed route (RC MAX), paratransit (RC MOVE), and demand-responsive services (RC FLEX). Fixed route and paratransit services are limited to the cities of Battle Creek and Springfield, while all four cities may access demand responsive services. Only two of the four cities border each other, while the other cities (and possible future townships) are spread throughout the County. The vehicle fleet consists of 25 revenue vehicles, with expected growth up to 45 vehicles over the next several years. Vehicle types vary from large, fixed route buses, to small on-demand minivans, as well as administrative vehicles, maintenance vehicles, and shop equipment.

The TACC repairs and maintains all of its own vehicles and equipment, including major repairs and overhauls, tire mounting, welding, bodywork, and fabrication. Additionally, TACC maintenance staff complete facility maintenance including minor repairs, preventive maintenance, snow removal, and grounds keeping. All tools, equipment, parts, and machinery are maintained and stored on TACC property.

The existing Operations Facility is an aging, primarily metal structure situated upon a hundred year-old foundation. This facility is approximately 3,500 square feet and includes male and female locker rooms, a break room, mechanical room, dispatch office, supervisor office, lobby/waiting area, front desk/reception, and four manager spaces.

The existing Maintenance Facility is a roughly 10,000 square foot metal fabricated "pole barn" style building, detached from the Storage, and Operations facilities. The Maintenance Facility includes five work bays, a wash bay, parts storage, tire storage, a locker room, conference room, inventory/supply room, janitorial closet, and office space.

The existing Storage Facility is a roughly 17,000 square foot metal fabricated "pole barn" style building, detached from the Maintenance and Operations facilities. This facility includes four (4) drive-thru bays for vehicle storage, as well as a janitorial closet and bathroom.

The TACC currently leases space for Administrative/Executive staff, due to space limitations within the existing Operations Facility. Additionally, the TACC leases a "satellite" space in Marshall, which includes an office for scheduling staff, a supervisor, a manager, and storage space for up to six vehicles.

Due to growth of the transit system over the past several years, space for employees, vehicles, and equipment has become limited. Employee parking, for example, is at maximum capacity with 41 employees and only 39 parking spaces. Vehicle storage has also reached capacity, at times requiring vehicles to be stored in the Maintenance Facility bays and/or wash bay. Most importantly, within the existing Maintenance Facility, is the lack of adequate space to maintain a mixed fleet of vehicles. Maintenance bays, for example, were built to accommodate 29-35 foot buses; however, the RC MAX fleet consists of primarily 35-40 foot buses, and existing hoists and vehicle lifts are not designed for use with lighter duty vehicles like minivans or full size vans.

It should be noted that current Maintenance and Storage facilities do not meet minimum standards for maintaining alternative fuel vehicles such as Compressed Natural Gas (CNG), Propane (LP), or Electric Vehicles (EV).

In addition to these primary locations, the TACC also maintains a fixed route transfer center, approximately 1 mile from the current facilities. This transfer center is a basic, sawtooth design with five bus shelters. The transfer center is also conveniently located across the street from the passenger rail (Amtrak) and intercity bus (Greyhound/Indian Trails) station. This station, although not ideal, provides a space for bus operators to use the bathroom, and for passengers to wait indoors between fixed route transfers.

4.0 SCOPE OF WORK

The *Transportation Authority of Calhoun County Next Generation Facility Plan* will:

- Conduct a short term (10 year) and long term (30 year) facility needs assessment;
- Select and rank suitable candidate sites for the transit facility;
- Develop preliminary site and building design for the future construction of that facility; and,
- Develop a funding plan to complete the envisioned facility project, including a benefit cost analysis.

The *Next Generation Facility Plan* should address each of the below focus areas:

- **Improve Multimodal Mobility and Accessibility for All**: Expand the modal choices and connectivity to meet future transportation demands, including connection or inclusion of passenger rail and intercity bus.
- **Improve Safety and Security:** Ensure the safety and security of employees, passengers, and the public.
- **Practice Environmental Stewardship:** Include designs and elements that protect the environment, wildlife, historical, and cultural assets.

Additionally, the *Next Generation Facility Plan* should meet each of the TACC's service and planning goals:

- Increase the safety and security of the transportation system for motorized and non-motorized users.
- Increase accessibility and mobility for the community.
- Enhance the integrations and connectivity of the transportation system, across and between modes.
- Promote efficient system management and operations.
- Build community connections and partnerships and foster economic competitiveness by intersecting place-making and mobility.

The *Transportation Authority of Calhoun County Next Generation Facility Plan* should consider optimal facility needs for service across a multijurisdictional area, noting that these areas are separated by large distances (i.e. Albion, Marshall). The Plan should determine the need, and potential location(s) for satellite facilities, and functional ability at each location. The Plan should also consider use of existing facilities and properties versus construction of a new facility. This Plan will be included in future grant applications (i.e. BUILD/RAISE) as demonstration of preparedness for large facility grant awards.

5.0 PROCUREMENT SCHEDULE AND TASKS

5.1 SCHEDULE

RFP MILESTONES	DATE
Date Issued:	May 27, 2026
Deadline for Questions Regarding this RFP	June 10, 2026, 5:00 p.m. EST
Answers to Questions Posted on Website	June 12, 2026
Proposals Due	June 30, 2026, 5:00 p.m. EST
Contract Award	August 15, 2026
Project Completion	December 31, 2026

5.2 PROJECT TASKS

5.2.1 KICK OFF MEETING

After contract award, the selected Contractor and the TACC will meet to review the project objectives, scope of work, deliverables, and discuss required procedures including contracting, invoicing, quarterly reporting, and project timeline. This meeting will also define project roles and share expectations.

5.2.2 INVOICING AND REPORTING

The assigned project manager shall prepare quarterly reports to communicate progress or any obstacles, delays, or issues to TACC staff. A net-30 invoice shall be sent after completion of the project, no later than January 30, 2027. All invoices must be dated before end of project completion date.

5.2.3 DEFINE FACILITY NEEDS

The Contractor shall conduct meetings, observations, investigations, and necessary outside research to clearly understand and define the future needs of the transit system. This includes allocation of office space, training space, employee break areas, maintenance bays, employee/visitor parking, customer counter, public space, etc. The plan should also determine space needed for revenue and non-revenue fleet parking and site circulation.

The plan should analyze future transit trends and projections to foresee related space needs for operation, fueling, and administration of future alternative mobility options.

5.2.4 IDENTIFY POTENTIAL SITES

The Contractor shall define the ideal geographic location(s) of the facility(ies) within the TACC service area and near key transit/multi-modal centers to minimize deadhead miles and reduce operating inefficiencies. The Proposer will identify potential sites (vacant, underutilized, or publicly owned) that meet minimum acreage with adequate access for buses, transit users, and pedestrians. The proposer shall identify an "ideal" site, along with at least two other possible alternate sites, not including any "satellite" locations outside of the city of Battle Creek. This site listing should identify the "pros" and "cons" for each site as well as a preliminary score for each site based on a generated list of criteria.

5.2.5 CONCEPTUAL FACILITY AND SITE DESIGN

The Contractor shall present potential architectural design options that meet the functional needs of the TACC system and is appropriate for the context of the location. TACC would prefer to have one main location in Battle Creek that would be a larger and more robust facility to manage passengers, fixed routes, and paratransit and on-demand services, and a "satellite" location that is closer to Albion/Marshall that houses some employees and smaller vehicle storage. The Contractor shall incorporate public and staff feedback into these conceptual facility designs. The design should identify building characteristics that address the project goals and focus areas as stated in section 4.0. The Contractor shall identify building characteristics that increase efficiency, safety, and resiliency with reduced maintenance costs as well as identification of key characteristics that increase the aesthetics, functionality, and create a healthy work environment for all employees. Additionally, the Contractor shall identify how the facility addresses evolving and resilient fueling infrastructure, emergency preparedness, and continuity of operations. The conceptual layouts should include administration offices, maintenance and operations facilities, fueling infrastructure, parking, site circulation, designated passenger areas, and any leased or incidentally used space (i.e. concessions).

5.2.6 FINANCIAL PLAN

The Contractor shall generate cost estimates for the top three facility sites with estimated price ranges for potential options such as fueling stations and power storage. These cost estimates should also include estimated costs to maintain the facilities and expected replacement and maintenance schedules for major systems (i.e. overhead doors, washbays, hoists, etc). The Contractor shall provide a Benefit Cost Analysis comparable to what is required under the Better Utilizing Investments to Leverage Development (BUILD) Grant Program, as this document will be included in future BUILD/RAISE grant applications. The Contractor should identify potential funding sources, including sources that may be able to fund a portion or specific part of the overall project. The Contractor, as part of a final working paper, shall

generate a budget and funding plan for the Facility. The budget must identify the phases, work items, and necessary cash flow by year.

5.2.7 PLAN DEVELOPMENT AND PRESENTATION

The Contractor shall incorporate all deliverables into a working paper to be circulated for review by TACC staff and project steering committee. This working paper shall include:

- List of desired facility and site parameters for the new facility
- List of potential adequately sized and geographically advantageous sites
- List of potential risks and adaptation strategies by site
- Conceptual facility and site design
- Financial plan and cost estimates; including Benefit Cost Analysis
- Contractor/Consultant recommendation(s)

The Contractor/Consultant shall present the draft plan to the TACC Board of Directors for review and acceptance. The Final plan shall meet all accessible standards (WCAG) to be shared via the RideCalhoun.org website and a copy provided to the TACC.

6.0 INSTRUCTIONS TO PROPOSERS

6.1 GENERAL

All proposals will be controlled by the Terms and Conditions contained herein. Contractor terms and conditions that may be included as a part of other documents submitted as part of the proposal are waived and will have no effect either on the proposal, or any contract which may be awarded as a result of the proposal when in conflict with those of this document. The attachment of any other terms and conditions may be grounds for rejection of the proposal. Appendix E contains a sample of the Third Party Contract agreement (MDOT Form 5634), which includes standard terms and conditions, that the selected firm will be expected to sign to bind the agreement.

The proposal shall provide all information necessary for the TACC to evaluate the qualifications, experience, and expertise of the proposing firm to provide the services detailed in the Scope of Work. The proposal should present an understanding of the work to be performed and should demonstrate and provide evidence that the Proposer has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The proposal shall be signed by an authorized representative of the Proposer.

6.2 SUBMISSION

All proposals must be delivered and received on or before 5:00pm on Tuesday, June 30, 2026 to swedl@ridecalhoun.org. Proposals should be sent in a single, accessible, searchable, PDF file and shall contain all required documents as outlined in section 6.0. Failure to include all required documents will result in the proposal being deemed unresponsive. Proposals must remain valid for 120 days from the proposal due date.

6.3 REQUIRED PROPOSAL CONTENTS

To be considered responsive, proposals must include the following components, at a minimum:

6.3.1 FORMS TO REVIEW, COMPLETE, AND SIGN

- Appendix A: Transmittal Cover Page
- Appendix B: Cost Proposal
- Appendix C: Certification of Compliance with Federal Clauses (MDOT Form 3139), *required only if the bid value is equal to or less than $100,000*. If the bid value is greater than $100,000, the third-party contract executed with the selected firm will address compliance with federal clauses.
- Appendix D: Federal Contract Clauses for Professional and A & E Less Than $350,000 (MDOT Form 3168)

6.3.2 TECHNICAL APPROACH/DELIVERABLES

Provide an original, detailed description of the level of work to be performed including, but not limited to, the Scope of Work described herein. Technical factors including methods for needs assessment, site selection, vulnerability assessment, resiliency planning, facility and site design, and financial plan should be explained sufficiently to support meaningful comparison and discrimination between competing proposals.

6.3.3 COMPANY PROFILE, KEY PERSONNEL, AND PREVIOUS PERFORMANCE

Provide representation as to the type of business the proposer/firm is (individual, partnership, sole proprietor, etc.). Also include representation as to the DBE status of the proposer/firm.

TACC considers the qualifications, experience and past performance of key personnel and subcontractors that will perform major or critical aspects of the work as a key indicator of a proposer's ability to perform the contract successfully. Provide the names and profiles of the staff to be assigned as well as project descriptions and client contact information for at least three (3) relevant contracts, recently completed by your firm, requiring efforts similar to those

of this project. Proposers are encouraged to provide information on problems encountered with the identified contracts and corrective measures taken.

Provide documentation showing the Contractor is not debarred in SAM.gov federal system. To fulfill this requirement, submit a screenshot showing a search, or searches, for Contractor official name(s), selecting "all words" and search results that should show either (1) "No matches found" or (2) a green "Entity" indicator box at the top of the Contractor entry in SAM.gov, both of which indicates the Contractor is not on the federal debarred or suspended list.

6.3.4 PROJECT SCHEDULE

The contractor shall provide a detailed schedule for the work and anticipated completion dates of each major phase/milestone. Due to grant fund expiration, this project must be completed/not incur any expenses after December 31, 2026. The proposer must include a project schedule that adheres to this timeline and should reflect your firm's capacity to complete the tasks in the proposal.

6.3.5 COST PROPOSAL

Provide a detailed cost breakdown of all labor necessary for the delivery of this project, including personnel assigned, cost per task, and total cost. A sample cost proposal sheet is included as Appendix B. The project has a not to exceed budget of $150,000.

6.3.6 SUB-CONTRACTORS

Provide names, addresses, and descriptions of sub-contractors to be employed in the delivery of the project. Any subcontract in excess of $25,000 entered into as a result of this solicitation must contain all of the applicable provisions of the primary agreement. Clearly indicate if no sub-contractors are to be used.

6.3.7 INSURANCE CERTIFICATIONS

Provide proof of insurance as required in the Terms and Conditions section.

6.4 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, a sample of three (3) proposals, if available, awarded to the proposer within the last two (2) years may be requested by the TACC. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

6.5 PUBLIC DISCLOSURE OF PROPOSALS

TACC is subject to the Freedom of Information Act (FOIA). Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the FOIA statutes. As such, all proposals submitted to TACC will be available for inspection and copying by the public after the selection process has concluded. There are, however, various items that may be exempt under public disclosure laws.

If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in FOIA. It is TACC's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the FOIA statutes. All data, documentation and innovations developed as a result of these contractual services shall become the property of TACC.

6.6 CONTRACT TERM

The term of any Contract arising from this RFP shall begin with execution of the agreement through December 31, 2026. TACC reserves the right to extend the term of any Contract resulting from this RFP. Any extension will be in writing. The sum of the initial Contract and any extensions shall not exceed five years.

6.7 CONTRACT AWARD

Contract award will occur when TACC signs the Contract. No other act of TACC shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document and all included Terms and Conditions documents but will not be the authorization for the Contractor to proceed.

6.8 EXECUTION OF CONTRACT AND NOTICE TO PROCEED

Upon authorization by TACC's Board of Directors, or designee, a Contract will be issued. The Proposer to whom TACC intends to award the Contract shall sign the Contract and return it to TACC. Upon receipt by TACC of any required documentation and submittals from Contractor, a Notice to Proceed may be issued, if appropriate. A Purchase Order, if appropriate, may serve as the Notice to Proceed.

7.0 EVALUATION

7.1 GENERAL

Proposals shall be prepared in accordance with the requirements contained in this RFP. TACC reserves the right, in its sole and exclusive discretion, to reject any or all proposals on the basis of responsiveness and/or cost; to award this contract to a single overall contractor/firm on all items; or, to make an award on the basis of individual tasks/deliverables or groups of tasks/deliverables, whichever shall be considered to be the best value to TACC. Award may be made on the basis of the initial proposals submitted without any negotiations or discussion.

TACC shall evaluate all proposals using the factors listed below and shall select the proposal that represents, in the sole opinion of TACC, the "best value" to TACC. Pursuant to applicable purchasing guidelines, TACC will make an award to the responsible Proposer(s) whose proposal is most advantageous to TACC with price and other factors considered. Accordingly, TACC may not necessarily make an award to the proposer with the highest technical ranking nor award to the proposer with the lowest price proposal if doing so would not be in the overall best interest of TACC. Proposals will be evaluated in the order of importance listed below (7.2-7.6).

7.2 RESPONSIVENESS/OVERALL PROPOSAL QUALITY

TACC will assess the relative quality of the submitted proposals based on the completeness and quality of the written proposal and a demonstrated understanding of the requirements of the project. If the proposal does not conform in all material aspects to the requirements of this solicitation at the time of submission, or requires further clarification/discussions with the proposer, the proposal may be considered unresponsive.

7.3 TECHNICAL APPROACH

Technical factors regarding the specific methods proposed to be used by the Proposer will be considered and they must be tailored to the specific requirements of this RFP. Technical factors should be explained sufficiently to support meaningful comparison and discrimination between competing proposals.

7.4 QUALIFICATIONS, EXPERIENCE & PAST PERFORMANCE OF THE PROPOSER

Proposer will be evaluated on their qualifications and experience in the successful delivery of similar projects. TACC will contact references to verify accuracy and ascertain the proposer's record in meeting delivery schedules and responsiveness to customer issues.

7.5 PRICE

Proposed prices will be scored using the formula: lowest proposal price divided by the price of the proposal being evaluated x allotted points. Proposers are to provide detailed cost breakdown of all applicable labor rates and hours (per work element or task), any applicable production costs and sub-contractor costs for the completion of the Scope of Work contained herein. A sample price proposal form is included in Appendix B.

7.6 PRESENTATIONS/INTERVIEWS (IF NECESSARY)

Award may be made on the basis of initial proposals submitted without any interviews, negotiations or discussions. If deemed necessary, proposals within the competitive scoring range may be asked to provide a virtual presentation in support of their proposal to TACC's selection committee members. Proposers are encouraged to prepare a presentation which demonstrates their understanding of the required scope of work for this project, experience and qualifications of assigned staff, and the proposed management plan/schedule. To the extent possible, key personnel should be available during the presentation for relevant questions to determine the depth of their knowledge in critical areas. TACC will not be contractually bound by oral discussions during the evaluation process. The original scoring of evaluation criteria may be modified based on the interview results.

8.0 TERMS AND CONDITIONS

8.1 INSTRUCTIONS TO PROPOSERS

8.1.1 PROPOSALS

Proposals must be submitted as directed in section 6, above. Questions and requests for amendment may be submitted up to the date specified in section 5, above. Responses shall be shared with all prospective proposers. Prospective proposers are reminded that any changes to the RFP shall be by written addenda only.

Questions and requests for amendment must be submitted to swedl@ridecalhoun.org.

All correspondence, communication, and contact in regard to any aspect of this solicitation or offers shall be only with the Contracting Officer identified above. Unless otherwise instructed by the Contracting Officer, proposers and their representatives shall not make any contact with or communicate with any member of the Agency, or its employees and consultants, other than the designated Contracting Officer, in regard to any aspect of this solicitation or offers. Violation of this limitation may lead to disqualification of the violating company.

8.1.2 ADDENDA TO THE RFP

The Agency reserves the right to amend this RFP at any time. Any amendments to the RFP shall be described in written addenda. Notification of or the addenda shall be distributed to all such prospective Proposers officially known to have received the RFP. Failure of any prospective proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency's sole option disqualify the Proposal.

If the Agency determines that the addenda may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed by the number of days that the Agency determines shall allow Proposers sufficient time to revise their Proposals. Any new Due Date shall be included in the addenda.

8.1.3 CONDITIONS, EXCEPTIONS, RESERVATIONS, OR UNDERSTANDINGS

Proposers are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not responding to the requirements of the RFP.

8.1.4 PROTEST PROCEDURES

TACC maintains written procedures that must be followed for all Proposer protests. Proposer protest procedures are available by contacting the Grant and Procurement Manager at swedl@ridecalhoun.org. Failure to comply with any of the requirements set forth in TACC's written Proposer protest procedures may result in the rejection of the protest.

Protests related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for receipt of Proposals. If the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for receipt of Proposals or five (5) working days after the date of issuance of the amendment, whichever is later. A written decision specifying the grounds for sustaining all or part of or for denying the protest will be transmitted to the protestor prior to the receipt of Proposals in a manner that provides verification of receipt. A notice of the decision shall be provided to all parties given notice of the protest and posted to ridecalhoun.org.

Protests related to the recommendation for Contract award shall be submitted in writing and must be received by TACC within five (5) calendar days after the date such notification is publicly posted or sent to the Proposers, whichever is earlier. A written decision stating the

grounds for allowing or denying the protest will be transmitted to the protestor and the Proposer recommended for award in a manner that provides verification of receipt.

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Grant and Procurement Manager may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good causes. A protestor may file a protest with the FTA only after exhausting all administrative remedies provided by TACC, on the basis described in FTA Circular 4220.1G.

8.1.5 PROPRIETARY AND CONFIDENTIAL INFORMATION

Proposers are directed to clearly identify any information it deems to be proprietary or confidential in nature in a separate marked file. If there is no confidential information, then the Proposer should include a statement to that effect. The Proprietary and Confidential Information package shall be submitted in accordance with the terms and conditions governing the submittal of proposer's Proposal to this RFP. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Proposers are advised that the Agency is public and as such may be subject to certain state and/or local Public Records Act provisions regarding the release of information concerning this RFP. If a request is received by the Agency for the release of Proposer's propriety/confidential information, subject request shall be referred to the Proposer for review and consideration. Proposer must respond within ten (10) business days. Failure to respond within the allowed period shall be deemed an approval to release. The Proposer shall defend, indemnify, and hold harmless the Agency, it employees, Board Members, and agents in any proceeding to protect such information; otherwise, the requested information may be released.

The Agency shall employ sound business practices no less diligent than those used for the Agency's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the state law against disclosure of such information and material to third parties, except as permitted by the Contract.

8.1.6 SIGNING OF PROPOSAL FORMS

Proposals shall include firm name (and, in the event that the Proposer is a joint venture, the names of the individual firms comprising the joint venture); business address; and the name, title and business address of the responsible individual(s) with their telephone numbers and email address who may be contacted during the Proposal evaluation period for scheduling oral presentations and for receiving notices from the Agency. The proposer shall submit with their Proposal a copy of the joint venture agreement.

Proposals shall be signed by those individual(s) authorized to bind the proposer. In the event the Proposer is a joint venture or consortium, a representative of each of the members of the joint venture or consortium shall execute the Proposal. Each joint venture or consortium member is jointly and severally liable for the joint venture or consortium.

8.1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of a Proposal already received shall be accepted by the Agency only if the modification is received prior to the proposal due date, is specifically requested by the Agency, or is made with a requested “Best and Final Offer” (BAFO). All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.

A Proposer may withdraw a Proposal already received prior to the proposal due date by submitting to the Agency, in the same manner as the original Proposal, a written request for withdrawal executed by the Proposer’s authorized representative. After the proposal due date, a Proposal may be withdrawn only if the Agency fails to award the Contract within the Proposal validity period prescribed in section 4, above. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal within the time set for receipt of Proposals.

8.1.8 COST OF PROPOSAL DEVELOPMENT

This RFP does not commit the Agency to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal, or to procure or contract for the equipment.

8.1.9 PROPOSAL EVALUATION, NEGOTIATION, AND SELECTION

Proposals shall be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described in the RFP. Proposals will be evaluated by at least two evaluators. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby Proposals are evaluated to determine which Proposals are within a Competitive Range. Discussions and negotiations may then be carried out with Proposers within the Competitive Range, after which BAFOs may be requested.

However, the Agency may select a Proposal for award without any discussions or negotiations or request for any BAFOs. Thus, the initial proposal should represent the "best offer." Moreover, the Agency retains the right to cancel this RFP at any time before or after receipt of proposals.

8.1.10 RESPONSIBILITY OF PROPOSERS

The Agency anticipates awarding a contract to the responsive, responsible proposer offering the best value to the Agency. Award may be made to other than the lowest price proposal if the Agency deems a higher priced proposal more advantageous after evaluation.

8.1.11 AGENCY RIGHTS

The Agency reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Contract is fully executed and approved on behalf of the Agency.

The Agency reserves the right to reject any or all Proposals, to undertake discussions with one or more Proposers, and to accept that Proposal or modified Proposal which, in its judgment, shall be most advantageous to the Agency, considering price and other evaluation criteria. The Agency reserves the right to determine any specific Proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be nonresponsive. The Agency reserves the right to waive any Defects, or minor informalities or irregularities in any Proposal which do not materially affect the Proposal or prejudice other Proposers.

If there is any evidence indicating that two or more proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the Agency.

The Agency may reject a Proposal that includes unacceptable Deviations.

8.1.12 CONFLICTS OF INTEREST AND GRATUITIES

Proposers are prohibited from engaging in any practice that may be considered as a conflict of interests under existing Agency policies and/or state law, and to refrain from participating in any gifts, favors or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

8.2 GENERAL CONDITIONS

8.2.1 DEFINITIONS

Agency: Transportation Authority of Calhoun County (TACC).

Authorized Signer: The person who is executing this Contract on behalf of the Contractor and who is authorized to bind the Contractor.

Best and Final Offer (BAFO): The last Proposal made by a Proposer. If a BAFO is not specifically requested by the Agency, or if the Proposer does not promptly respond to a request for BAFO, then the most recent, current Proposal is the BAFO.

Competitive Range: The range of proposals that are identified as reasonably able to win the resulting contract.

Contract: The Proposal and its acceptance by the Agency as manifested by the Contract documents.

Contracting Officer: The person who is executing this Contract on behalf of the Agency and who has complete and final authority except as limited herein.

Contractor: The successful Proposer(s) who is awarded a Contract for providing the goods and services described in the Contract documents.

Deliverables: Work required by the Contract to be delivered to the Agency.

Days: Unless otherwise stated, “days” shall mean calendar days.

Defect: Patent or latent malfunction or failure in manufacture, installation or design of any component or subsystem.

Deviation: Variance from a requirement or specification that does not alter the basis of a contract or adversely affects its performance.

Due Date: The date and time by which Proposals must be received by the Agency.

Extended Warranty: A warranty available for purchase above the standard warranty.

Pass-Through Warranty: A warranty provided by the Contractor but administered directly with the component Supplier.

Proposal: An offer, if accepted, to deliver equipment and services according to the underlying solicitation of the Agency documented using the prescribed form in the solicitation, including the provisions of this solicitation and the selected contractor’s latest Proposal or BAFO.

Proposer: A legal entity that makes a Proposal.

Solicitation: Agency's request for proposals.

Superior Warranty: A warranty still in effect after all contractually required warranties have expired. The remaining warranty is administered directly between the sub-Supplier and the Agency.

Supplier: Any manufacturer or company providing units, components, or subassemblies for inclusion in the deliverables.

Subcontractor: Any manufacturer or company providing units, components, or subassemblies for inclusion in the deliverables.

Work: Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by the Contract and necessary to the completion thereof.

8.2.2 MATERIALS AND WORKMANSHIP

The Contractor shall be responsible for all materials and workmanship in the deliverables, whether the same are manufactured by the Contractor or purchased from a Supplier. This provision excludes any equipment leased or supplied by the Agency, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible, or except insofar as damage to such equipment is caused by the Contractor during the manufacture or installation of the deliverables.

8.2.3 CONFORMANCE WITH SPECIFICATIONS AND/OR DRAWINGS

Materials furnished and Work performed by the Contractor shall conform to the requirements of the Contract documents. Notwithstanding the provision of technical specifications or other data by the Agency, the Contractor shall have the responsibility of supplying all parts and details required to make the deliverables complete and ready for service even though such details may not be specifically mentioned in the specifications. Items that are installed by the Agency shall not be the responsibility of the Contractor unless they are included in this Contract.

8.2.4 INSPECTION, TESTING, AND ACCEPTANCE

Inspection, testing and acceptance shall be in accordance with the final, approved Acceptance Testing Plan. Agency reserves the right to conditionally approve any Deliverable, requiring additional steps prior to final acceptance. The Contractor shall retain the risk of loss until such time as the Agency has conditionally or finally approved each Deliverable. Title to the Deliverables shall transfer upon final acceptance.

8.2.5 INTELLECTUAL PROPERTY WARNING

The Agency shall advise the Contractor of any impending intellectual property claim related to this Contract against the Agency and provide all information available. The Contractor shall defend, indemnify, and hold harmless the Agency, its employees, Board Members, and agents in any suit or proceeding brought against the Agency based on a claim that any equipment or software, or any part thereof, furnished under this Contract constitutes an infringement of any intellectual property, and the Contractor shall pay all damages and costs awarded therein against the Agency. In case said equipment or software, or any part thereof, is in such suit held to constitute infringement and use of said equipment, software, or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Agency the right to continue using said equipment, software or part, or replace same with non-infringing equipment or software, or modify it so it becomes non-infringing.

8.2.6 DATA RIGHTS

The term “subject data” used in this clause means recorded information, whether or not copyrighted, that is delivered or collected under the Contract. It includes the proprietary rights of the following:

- Shop drawings and working drawings
- Technical data including manuals or instruction materials, computer or microprocessor software
- Patented materials, equipment, devices or processes
- License requirements

The Agency shall take reasonable steps to protect proprietary information provided by the Contractor. The Contractor shall grant a perpetual, royalty-free, non-exclusive license to allow the Agency to utilize such information in order to maintain the Deliverables. In the event that the Contractor no longer provides the information the Agency has the right to reverse engineer patented parts and software.

The Agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

The Agency shall own all data generated by or through the Deliverables. The Agency grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from Deliverables provided by the Contractor to the extent necessary to enable Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the Deliverables. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.

8.2.7 CHANGES

8.2.7.1 CONTRACTOR CHANGES

Any proposed change in this Contract shall be submitted to the Agency for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

8.2.7.2 AGENCY CHANGES

The Agency may obtain changes to the Contract by notifying the Contractor in writing. As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the Work to be performed. This Proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At that time, a detailed modification shall be executed in writing by both parties. The Agency reserves the right to make unilateral changes. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with "Disputes," below. Regardless of any disputes, the Contractor shall proceed with the Work ordered.

8.2.8 INDEMNIFICATION

The Contractor shall, to the extent permitted by law: (1) protect, defend, indemnify and save harmless the Agency and its officers, employees, Board members, and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the Agency and its officers, employees Board members, and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, caused by the intentional misconduct or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, negligent acts, errors or omissions of its officers, employees, servants, agents,

Subcontractors and Suppliers; and (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the Agency and its officers, employees, Board members, and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of such claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The Agency shall not make any admission that might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority provided above. The Agency shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action, or proceeding, and shall be reimbursed by the Contractor for all reasonable costs incurred in doing so. The Agency shall have the right to be represented therein by advisory council of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, death or damages are caused solely by the negligent acts, errors or omissions of the Agency, its officers, employees, Board members, agents or consultants, including, without limitation, negligence in: (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order.

8.2.9 SUSPENSION OF WORK

8.2.9.1 AGENCY SUSPENSION

The Agency may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

8.2.9.2 CONTRACTOR SUSPENSION

The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the Agency.

8.2.9.3 PRICE ADJUSTMENT DUE TO SUSPENSION

The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

8.2.10 EXCUSABLE DELAYS/FORCE MAJEURE

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the Agency or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the Agency subject to the following cumulative conditions:

a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries shall be actually and necessarily delayed;
c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
d. The Contractor makes written request and provides other information to the Agency as described below.

To be deemed excusable, the force majeure event must be the actual cause of the delay. No excusable delay shall be granted where the Contractor was not ready, willing, and able to proceed with the Work, but for the force majeure event.

None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the

Contractor is required to pay pursuant to the Liquidated Damages provisions in this agreement for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

The Agency reserves the right to rescind or shorten any extension previously granted, if subsequently the Agency determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Agency shall not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the Agency within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the Agency within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The Agency shall endeavor to make its determination within thirty (30) calendar days after receipt of the application.

8.2.11 TERMINATION

8.2.11.1 TERMINATION FOR CONVENIENCE

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. Upon receipt of such Notice, the Contractor shall 1) deliver to TACC all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been prepared or developed by the Contractor, or its Subcontractors in performance under this Contract); and 2) take all other actions necessary to effect the termination.

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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs. The Agency shall have the right to audit the termination claim according to the cost principles of FAR Part 31.

8.2.11.2 TERMINATION FOR DEFAULT

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 Agency may terminate this contract for default. The Agency 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. The Agency shall have the right to audit the termination claim according to the cost principles of FAR Part 31. 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 Agency. The Contractor shall be liable for any excess costs of re-procurement experienced by the Agency and the Agency may withhold and set-off against any payments due the Contractor those excess costs.

8.2.12 COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, applicable federal regulations, and FTA policies, procedures and directives, including those noted in the FTA's Master Agreement as it 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.

8.2.13 CHANGES OF LAW

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Agency and the Contractor, and the final Contract price shall be adjusted upwards or downwards to reflect such changes in Law. Such price adjustment may be audited, where required.

8.2.14 GOVERNING LAW AND CHOICE OF FORUM

This Contract shall be governed by the laws of State of Michigan without regard to conflict of law provisions. The Contractor consents to the exclusive jurisdiction of the State and federal courts exercising jurisdiction over Calhoun County, Michigan. Should the Parties agree to any form of Alternative Dispute Resolution, any such proceeding shall be held in Calhoun County, Michigan.

8.2.15 DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under or related to this Contract that is not disposed of by agreement shall be decided in accordance with the following steps. However, by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process, or mutually agreed to alternative dispute resolution process (which may include structured negotiations, mediation or arbitration) or litigation. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's direction.

a. Notice of dispute. All disputes shall be initiated through a written dispute notice submitted by either party to the other party within 10 (ten) calendar days of the determination of the dispute.

b. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between the Contracting Officer and the Contractor's executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved in the normal course of business as provided in (a.) above. Within 14 (fourteen) calendar days after delivery of the dispute notice, the receiving party shall submit to the other party a written response. The dispute notice and written response shall include: (1) a statement of the party's position and a summary of the arguments supporting that position, (2) any evidence supporting the party's position, and (3) the name of the executive who shall represent that party and of any others who shall accompany the executive in negotiations. Within 28 (twenty-eight) calendar days after delivery of the dispute notice, the designated officials of both parties shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

8.2.16 ACCESS TO RECORDS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all

books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to the Agency, FTA and its contractors, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of Michigan, or any of their duly authorized representatives to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit the Agency, FTA and its contractors, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, the State of Michigan, or any of their duly authorized representatives access to the sites of performance under this contract as reasonably may be required.

8.2.17 CONFLICTS OF INTEREST, GRATUITIES

No member, officer, or employee of the Agency or of a local public body during his or her tenure, or one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

8.2.18 WAIVER

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

8.2.19 REMEDIES NOT EXCLUSIVE

The rights and remedies of the Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

8.2.20 COUNTERPARTS

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

8.2.21 SEVERABILITY

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

8.2.22 THIRD-PARTY BENEFICIARIES

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

8.2.23 ASSIGNMENT OF CONTRACT

Neither party shall assign or subcontract its rights or obligations under this Contract without the prior written consent of the other party, and no such assignment or subcontract shall be effective unless approved in writing by the other party.

8.2.24 INDEPENDENT PARTIES

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the details of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary, or trustee of the Agency.

8.2.25 SURVIVAL

All provisions related to the following shall survive the nominal expiration or discharge of other Contract obligations, and the Agency may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- Intellectual Property Warranty
- Data Rights
- Indemnification
- Governing Law and Choice of Forum
- Disputes
- Confidential Information
- Parts Availability Guarantee
- Access to Records

8.2.26 AGENCY RIGHTS

TACC may investigate the qualifications of any proposer, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the Services described in this RFP. TACC reserves the right to:

1. Reject any or all of the proposals, at its discretion;
2. Remedy errors in the RFP;
3. Cancel the entire RFP;
4. Issue subsequent RFP;
5. Appoint evaluation committees to review proposals;
6. Seek the assistance of outside technical experts to review proposals;
7. Approve or disapprove the use of particular subcontractors and suppliers;
8. Establish a short list of proposers eligible for discussions after review of written proposals;
9. Solicit best and final offers (BAFO) from all or some of the proposers;
10. Negotiate with any, all or none of the proposers;
11. Award a contract to one or more proposers;
12. Accept other than the lowest priced proposal;
13. Disqualify the proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposer(s);
14. Waive any informalities or irregularities in any proposal, to the extent permitted by law; and
15. Award a Contract without interviews, discussions or negotiations.

8.3 SPECIAL PROVISIONS

8.3.1 PRICING

Contractor agrees all the Prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms. If during the term of this Contract, Contractor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, Contractor shall be obligated to provide the same to Purchaser for subsequent purchases.

8.3.2 TYPE OF CONTRACT AND PAYMENT

The Agency anticipates awarding a firm fixed price contract for all goods and services, Work, and Deliverables required herein. Payment will occur upon completion of all requirements, receipt of a proper and complete invoice (lump sum payment). The Agency will consider implementing a milestone payment structure proposed by a proposer and accepted by the Agency. Any such milestone payments will be subject to a ten percent retainer, payable upon completion and acceptance of all goods and services, Work, and Deliverables required herein.

8.3.3 INVOICES

Payment shall be made at the end of each project, within 30 days following the submittal of a correct invoice for goods received and/or work performed. Where applicable, expenses shall be billed at cost without markups, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates.

8.3.4 TAXES

Unless otherwise provided in this Contract, the Contractor shall pay all federal, state and local taxes, and duties applicable to and assessable against any Work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. The Contractor is responsible for ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date.

8.3.5 DELIVERY

The Contractor shall deliver all Deliverables in accordance with the approved schedule.

It is mutually understood and agreed by the Parties that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to deliver the Deliverables within the time specified in the approved schedule (except for any excusable delays) the Agency shall be damaged thereby. The amount of said damages being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due to the Agency shall be fixed at $475.00 per business day, up to a maximum of ten percent of the contract price.

The Contractor hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Agency and further authorizes the Agency to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the money due the Contractor is insufficient or no money is due the Contractor, then the Contractor shall pay the Agency the difference or the entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the Contracting Officer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Agency arising at any time from the failure of the Contractor to fulfill the obligations referenced in this clause in a timely manner.

8.3.6 INSURANCE

The Contractor shall at the time of execution of this contract, file with the TACC the Certificate of Insurance, which shall cover all insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering TACC and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the TACC. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from their operations under this Contract.

The Contractor shall maintain insurance coverages in the forms and limits below throughout the period of performance and the warranty period.

- Worker's Compensation and Employer's Liability Insurance:
  - $100,000 or statutory limit
- Commercial General Liability Insurance:
  - Bodily Injury: $1,000,000 per occurrence
  - Property Damage: $1,000,000 per occurrence
  - OR Combined Single Limit: $1,000,000 per occurrence
- Comprehensive Automobile Liability Insurance:
  - Bodily Injury: $300,000 each person
  - Liability: $500,000 each occurrence
  - Property Damage: $500,000
  - OR Combined Single Limit: $500,000

The Transportation Authority of Calhoun County shall be named as additional insured for all except workers compensation coverage and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the TACC and so noted on the Certificate of Insurance. Contractor insurance shall be primary and non-contributory, with waiver of subrogation endorsement.

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Transportation Authority of Calhoun County

RFP No. 03-2026

Direct Any Questions and Submit To:

Shannon Wedl
Grant & Procurement Manager
339 W. Michigan Ave.
Battle Creek, MI 49037
swedl@ridecalhoun.org

Please direct questions by [TIME AND DATE]

Date Issued: [DATE]

RFP Bid Due: [TIME AND DATE]

The following 'Not to exceed' price shall establish pricing to be charged to execute site study detailed in RFP unless otherwise negotiated in writing.

Amount of Proposal: $_____

Certification

The bid shall be firm for a minimum of 120 days from the RFP submittal deadline and signed by the following individual authorized to certify pricing and enter into agreements. The undersigned certifies that he/she offers to furnish materials in strict accordance with the requirements of this bid including the specifications and Terms and Conditions that are attached, including compliance with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives. The undersigned certifies that the price quoted is correct.

Contractor Name:	
Contractor Address:	
City, State, Zip:	
Representative Name (Print):	
Representative Signature:	
Date of Representative Signature:	
Representative Title:	

TACC NEXT GENERATION FACILITY PLAN						
NAME						
HOURLY RATE						
TASK	**ESTIMATED HOURS**				**TOTAL HOURS**	**TOTAL COST**
Define Facility Needs						
Identify Potential Sites						
Conceptual Facility & Site Design						
Financial Plan						
Plan Development and Presentation						
TOTALS						
OTHER DIRECT COSTS						
1.						
2.						
3.						
4.						
5.						
TOTALS						

TOTAL HOURS: _____

TOTAL COST: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

Exhibit B

Proposal For:

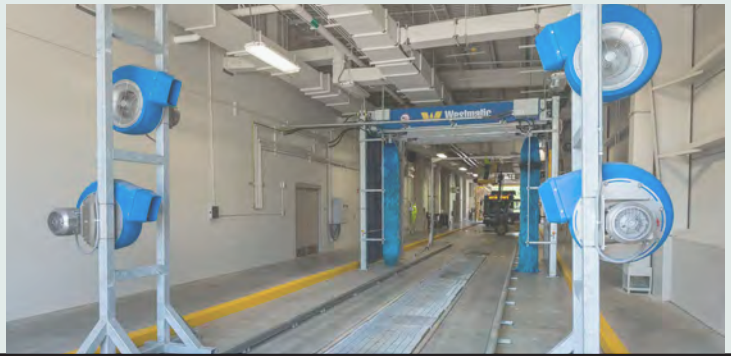
RIDE CALHOUN

NEXT GENERATION TRANSIT FACILITY PLAN RFP #03-2026

June 30, 2026









wendel

June 30, 2026

Shannon Wedl
Grant & Procurement Manager
339 W. Michigan Ave.
Battle Creek, MI 49037

RE: Request for Proposal #03-2026 | Next Generation Transit Facility Plan

Dear Ms. Wedl and Members of the Evaluation Committee:

Wendel is pleased to submit our proposal to the Transportation Authority of Calhoun County (TACC) for the above-referenced Next Generation Transit Facility Plan. We understand that TACC is seeking a qualified team to establish future facility needs, identify and rank candidate sites, develop conceptual facility and site designs, and prepare a financial plan, including a benefit-cost analysis, to support future funding, acquisition, and implementation.

We believe our team is uniquely suited to work with you to complete this important assignment. Wendel brings deep experience in transit facility planning, site selection, conceptual design, and implementation-focused studies for public transportation agencies. We understand this effort is not simply a facility study, but a roadmap to help TACC move from current operational constraints toward a fundable, well-supported, next-generation facility strategy. That includes aligning future facilities with operational needs, fleet growth, employee requirements, multimodal connectivity, and long-term funding readiness.

As the Prime for this project, Wendel will provide project management, operational and facility planning, site selection analysis, conceptual architectural and engineering design, cost estimating coordination, and grant-readiness support for the full scope of work. Wendel will be joined by one subconsultant: RouteSprout, led by Boris Palchik, who will provide a limited advisory planning role focused on continuity, context, and targeted planning insight drawn from prior Battle Creek and Calhoun County transit planning efforts.

When you review our proposal, we believe you will see a strong team that is keenly aware that TACC staff and leadership already have full-time responsibilities and therefore need a consultant team that can work with you seamlessly. We commit that our leadership, project management, and technical team will operate as an extension of your staff throughout the study process.

We will use Wendel's industry-leading Immersion process to jump-start the study effort. This will allow our team to quickly confirm existing conditions, understand how TACC's operations, maintenance, fleet, administration, and satellite functions work today, and efficiently translate those findings into facility requirements, site evaluation criteria, conceptual planning, and implementation recommendations.

We understand the importance of this long-term investment for TACC, its employees, and the communities it serves throughout Calhoun County. With this in mind, we will focus on delivering practical, defensible, and implementable recommendations that support operational efficiency, safety, resiliency, and future funding success. With our understanding of transit facility planning and

federally influenced project requirements, our team will provide the right balance of planning, design, and implementation support to keep this effort on schedule and within budget.

The firm offering this proposal is Wendel Architecture, P.C., a professional corporation and part of the Wendel family of companies, and the legal entity under which Wendel provides professional services in the State of Michigan. Legal contracts are signed by Wendel's Chief Financial Officer, Daniel J. Hurley. Our proposal contact is Ronald H. Reekes, and he can be reached by telephone at (804) 385-3373 or by email at rreekes@wendelcompanies.com.

Sincerely,

WENDEL



Ronald Reekes
Principal-In-Charge



Daniel J. Hurley,
Chief Financial Officer

Transportation Authority of Calhoun County

RFP No. 03-2026

Direct Any Questions and Submit To: Shannon Wedl
Grant & Procurement Manager
339 W. Michigan Ave.
Battle Creek, MI 49037
swedl@ridecalhoun.org

Please direct questions by [TIME AND DATE]

Date Issued: [DATE]

RFP Bid Due: [TIME AND DATE]

The following 'Not to exceed' price shall establish pricing to be charged to execute site study detailed in RFP unless otherwise negotiated in writing.

Amount of Proposal: _$146,608_____

Certification

The bid shall be firm for a minimum of 120 days from the RFP submittal deadline and signed by the following individual authorized to certify pricing and enter into agreements. The undersigned certifies that he/she offers to furnish materials in strict accordance with the requirements of this bid including the specifications and Terms and Conditions that are attached, including compliance with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives. The undersigned certifies that the price quoted is correct.

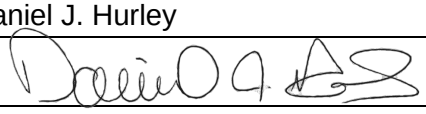
Contractor Name:	Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, PC
Contractor Address:	375 Essjay Road, Suite 200
City, State, Zip:	Williamsville, NY 14221
Representative Name (Print):	Daniel J. Hurley
Representative Signature:	
Date of Representative Signature:	June 29, 2026
Representative Title:	Chief Financial Officer

Table of Contents

1 Company Profile, Key Personnel, & Previous Performance

2 Technical Approach/Deliverables

3 Project Schedule

4 Required Forms/Insurance Certification

5 Cost Proposal

1.
Company Profile, Personnel, and Previous Performance



1. Company Profile

What Leon Wendel began over 85 years ago as a one-man operation — providing traditional civil engineering and survey services in Western New York — has evolved into a firm with more than 340 employees and an established national presence. Today, Wendel is a full-service integrated firm offering extensive expertise in architecture, engineering, construction and energy-efficiency management.

We boast a full complement of professionals in every engineering discipline, including a robust energy efficiency department; a talented team of architects and landscape architects; construction managers, planners and interior designers. Our diverse expertise allows us to delivers customized solutions and turnkey projects in innovative ways

Wendel leverages interdisciplinary insight, communication, and cooperation. We employ deeply entrenched process protocols to cultivate working relationships of mutual respect and productivity to exceed our clients' expectations. We also utilize a proprietary mode of execution characterized by Immersion™, and Master Builder®, a streamlined, professional-led delivery model of peerless open-book transparency, accountability, and efficiency that provides a single point of contact on highly technical projects, saving our clients time and money.

Wendel Information

Legal Name
Wendel Architecture, PC (Wendel) is a corporation licensed to do business in the state of Michigan

Home Office Address:
375 Essjay Road, Suite 200
Williamsville, NY 14221
P: 716-688-0766
www.wendelcompanies.com

Size: 16 offices located in 10 states

Employees: 340+ full-time employees

Years Conducting Business: 86

TRANSIT EXPERTISE

Since designing our first transit project in 1975, we have completed several hundred transportation projects from coast to coast and have become nationally known as a transit industry design leader. Our experience ranges from bus maintenance facility design, transportation planning, site selection, multimodal transit center design, light and heavy rail station design, BRT station design, TOD/livable community planning, and significant experience with FTA including grant writing. Wendel's architects and engineers have designed scores of maintenance facilities by not just using their skills as architects and engineers, but also by looking through the eyes of the mechanics, operators and administrators using these facilities. This results in a customized maintenance facility design that responds to the needs and unique processes of the day-to-day users, while overall still following recognized public transit industry best practices.

Wendel Services

ARCHITECTURE

- INTERIOR/ EXTERIOR BUILDING ARCHITECTURE
- INTERIOR DESIGN
- LANDSCAPE ARCHITECTURE

ENGINEERING

- CIVIL
- ELECTRICAL
- ENVIRONMENTAL
- MECHANICAL
- MUNICIPAL
- STRUCTURAL
- TRANSPORTATION
- RAILROAD
- ALTERNATIVE FUEL SOLUTIONS/CNG
- WATER/ WASTEWATER RETROFITS
- LAND SURVEYING
- GEOGRAPHIC INFORMATION SYSTEMS (GIS)
- PLANNING

ENERGY EFFICIENCY

- ENERGY AUDITS
- COMMISSIONING
- PROFESSIONALLY ASSISTED PERFORMANCE CONTRACTING
- ALTERNATIVE FUNDING/GRANT PROGRAMS
- RETROFIT AND IMPLEMENTATION DESIGN
- GREEN BUILDING DESIGN
- MEASUREMENT & SAVINGS VERIFICATION (M&V)
- RENEWABLE TECHNOLOGIES

CONSTRUCTION MANAGEMENT

- MASTERBUILDER
- PROGRESSIVE DESIGN/BUILD
- DESIGN/BID/BUILD
- CONSTRUCTION MANAGEMENT AT RISK (CMAR)
- CM AGENT
- GMP DESIGN/ BUILD

Markets

- PUBLIC
- GOVERNMENT
- PRIVATE
- TRANSPORTATION
- WATER/ WASTEWATER
- ENERGY EFFICIENCY
- SAFETY
- PARKS & RECREATION
- EDUCATION
- MULTI-FAMILY HOUSING

Wendel Staff Licensure/Registration

26	Registered Architects (RA, AIA)	10	Certified Energy Managers (CEM)
5	Registered Landscape Architects (RLA)	6	Certified Energy Auditors (CEA)
40	Professional Engineers (PE)	1	Renewable Energy Professional (REP)
4	Structural Engineers License (SE)	3	Certified Measurement & Verification Professionals (CMVP)
13	Engineers-in-Training (EIT)	1	Licensed Juris Doctor, NY (JD)
40	LEED Accredited Professionals (LEED AP)	1	Certified Cx Professional (CCP)
2	Professional Land Surveyors (PLS)	8	Project Management Professional (PMP)
5	Certified Planners (AICP)	8	Certified Interior Designers (CID)
1	Certified Ecologist		

RouteSprout LLC provides transit service assessment, planning, and implementation support to transit agencies, universities, airports, and any other operators of fixed-route or microtransit services. We work directly with transit operators, or in a supporting role as part of a larger consulting team.

At RouteSprout, our ultimate mission is to help transit providers launch effective, efficient, and appealing transit services - in other words, to help routes sprout! To achieve this mission, we take a holistic approach to service design that is both data-driven and informed by stakeholder input and industry best practices.

While we love to see routes sprout, we also recognize that fixed-route service is not always the best fit for every community. With more mobility tools available than ever before, RouteSprout can help communities determine not only where transit service should go, but also what type of transit service should go where.

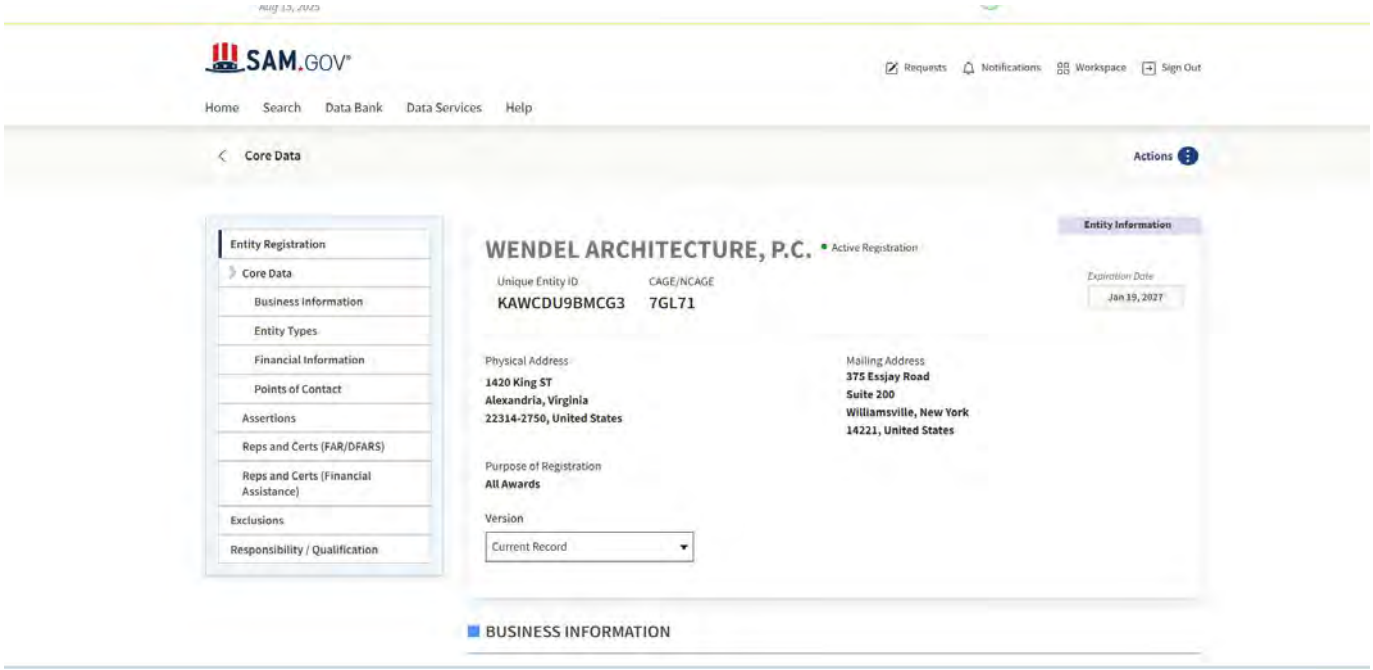
OUR SERVICES

- Transit market analysis
- Transit service performance assessment
- Data visualization
- Stakeholder outreach and engagement
- Fixed-route and microtransit service planning
- Transit service scheduling and optimization
- Resource utilization and operating cost estimates
- Planning and Scheduling staff training
- Coordination of field testing and other implementation support







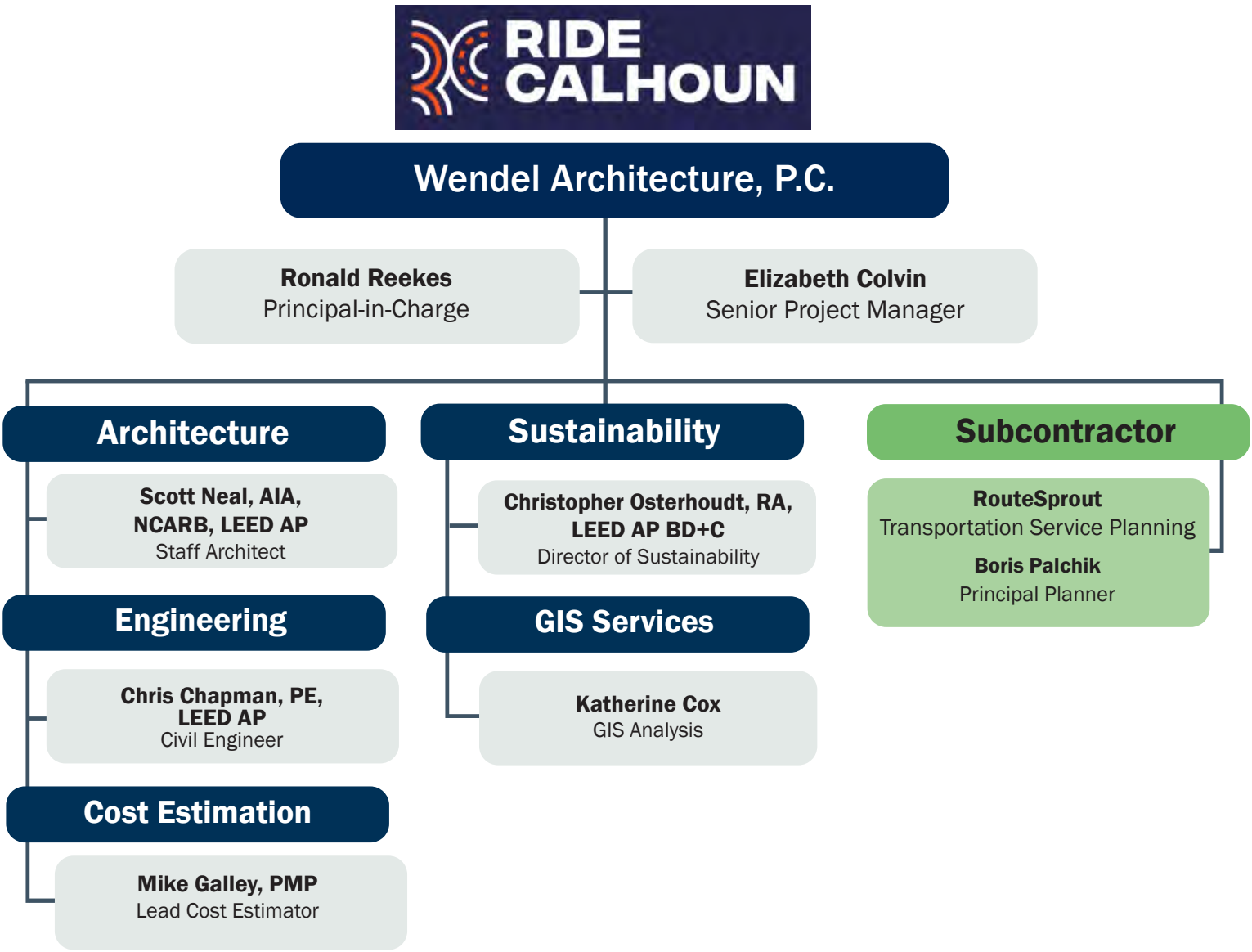

SAM.GOV
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Core Data
Actions
Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs (FAR/DFARS)
Reps and Certs (Financial Assistance)
Exclusions
Responsibility / Qualification
WENDEL ARCHITECTURE, P.C.
Active Registration
Unique Entity ID
KAWCDU9BMCG3
CAGE/NCAGE
7GL71
Entity Information
Expiration Date
Jan 19, 2027
Physical Address
1420 King ST
Alexandria, Virginia
22314-2750, United States
Mailing Address
375 Essjay Road
Suite 200
Williamsville, New York
14221, United States
Purpose of Registration
All Awards
Version
Current Record
BUSINESS INFORMATION

KEY PERSONNEL

Key Personnel

Our proposed transit team brings the skills, expertise, and experience needed to deliver cost-effective solutions for TACC. Wendel's deep bench, supported by our subcontractor, ensures the resources required to execute this project efficiently from start to finish. Our dedicated team is ready to begin the Next Generation Transit Facility Plan on day one, with capacity intentionally aligned to meet project demands alongside other commitments.

The project organization chart and team resumes demonstrate a proven depth and breadth of relevant experience. Together, they reflect a team well-equipped to deliver a successful outcome.





Ronald H. Reekes

Principal-in-Charge

As a seasoned project manager with over 38 years of engineering experience in the public arena, Ron brings a unique perspective to Wendel's project management team. With a primary focus in city engineering, his experience includes project development from planning and design through construction for projects of various disciplines. In his work, he pairs the wisdom gained from these accomplishments with the intimate knowledge of public transit agencies and Federal Transit Administration (FTA) policies that he has accrued in his previous positions as director of a public transit agency and general manager of a metropolitan transit system. Ron's extensive history and proven track record position him to provide a comprehensive approach to total project management for transit projects.

Principal

Education
BS, Management Science, James Madison University

Years of Experience
41 years

PROJECT EXPERIENCE

Washington Metropolitan Transportation Authority (WMATA), Northern Bus Garage, Washington, DC: Ron serves as the Project Director for Wendel developing the project from the beginning. Wendel provided all architectural and sustainability (LEED Platinum) services. The new $550M, 720,000-square-foot facility will house 150 BEB buses on three levels replacing the previously used 1906 historic facility. The facility is designed to incorporate future pantograph chargers for a 100% battery electric bus (BEB) fleet.

Greenville Transit Authority, Operations & Maintenance Facility, Greenville, SC: Ron was the Project Executive for this project actively involved with all design elements, and team coordination. Wendel provided architecture and engineering services for the $45M, 18,000 square foot operations/administrative building. The project is a state-of-the-art facility integrating alternative fuels including, Battery Electric Bus (BEB) and CNG and eight new maintenance bays, bus wash, various fueling types, plus operations and administration space for GTA staff.

Augusta Public Transit, Operations & Maintenance Facility, Augusta, GA: Ron was the project manager for this project in which Wendel provided architecture and engineering services for the design and construction of the new 25,160-square-foot operations andmaintenance facility housing a 40-bus fleet. He oversaw all aspects of the project from award through commissioning and start up. Ron’s duties included developing and maintaining project schedule, allocation of resources, maintaining budget, earned value analysis, developing a WBS, managing sub-consultants and serving as the liaison to Augusta City leadership and Commission.

East Pasco Transit, Operations & Maintenance Fleet Facility, Pasco County, FL: Ron served as project executive for East Pasco’s new $20M fleet facility. He was responsible for all aspects of the project including design, bidding and construction administration, commissioning and start up. He managed the project schedule, resources, budget, scope, sub-consultants, and was the liaison between contractor and County representatives. Wendel was hired to design a new transit operations and maintenance facility large enough to accommodate the County’s current staff and assets. The new facility includes six service bays and capacity to accommodate up to 10 additional bays as demand for service increases.

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Elizabeth Colvin

Senior Project Manager

Liz is a Senior Project Manager for Wendel. Her primary focus is project management of public transportation and corporate projects. Liz's chief responsibilities include management of day-to-day project tasks, schedule and cost control, and managing activities of the project teams, consultants and client teams, and their stakeholders. Liz excels in managing complex logistics, fostering stakeholder relationships, and ensuring projects are completed efficiently and sustainably. Her leadership has not only driven successful outcomes but also earned her respect as a mentor for emerging professionals in the field.

Senior Associate Principal

Education
BS, Business Administration, SUNY Brockport

Years of Experience
20 years

PROJECT EXPERIENCE

Pioneer Valley Transit Authority (PVTA), Bus Maintenance Facility, Springfield, MA: Wendel led a comprehensive evaluation and transformation effort for the PVTA's maintenance and operations facilities, addressing the limitations of its 100-year-old site and supporting the authority's growing fleet. Wendel assessed the feasibility of redeveloping its urban location, while also providing programming, site selection, and full design services for a new bus maintenance and operations facility through construction.As part of a second project phase, Wendel delivered design and construction administration services to reconfigure a portion of the existing paratransit maintenance facility. .

Greater Hartford Transit District (GHTD), Paratransit Operations & Maintenance Facility, East Hartford, CT: Wendel led the planning and design of a new facility to enhance the maintenance and operation of the paratransit fleet, supporting diesel, gasoline, and alternative fuel/CNG vehicles. In collaboration with GHTD and Gregg Wies Gardner Architects, Wendel delivered a comprehensive maintenance and operations facility tailored to current needs and future fleet expansion. Wendel's design includes a dedicated administrative component that integrates key operational functions such as training, dispatch, reservations and scheduling, driver support spaces, and management offices.

Washington Metropolitan Area Transit Authority (WMATA), Cinder Bed Road Bus Garage, Fairfax County, VA: Wendel led the delivery of WMATA's Cinder Bed Road Bus Garage, providing an innovative, expedited solution to replace a functionally obsolete facility. Wendel designed the 80,000-square-foot facility on an 18-acre site to accommodate 160 diesel and hybrid buses, with outdoor storage and indoor fueling, cleaning, and maintenance operations. The design prioritizes safe and efficient circulation through grade-separated pedestrian bridges and a signature entry bridge spanning a creek, which also helps buffer views from the surrounding community.

CT Transit, Hartford Roof Replacement & MEP Upgrades, Meriden, CT: This project is a comprehensive renovation of a 360,000 sq. ft. bus storage and maintenance facility, including roof replacement, full HVAC and MEP upgrades, and structural modifications to support new pantograph charging systems for battery electric buses (BEBs). The administrative building will be fully renovated and expanded with two 2,000 sq. ft. additions for a money room, storage, and elevator access.

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Scott Neal, AIA, NCARB, LEED AP

Staff Architect

Scott has more than 30 years of design and management experience in public transportation projects across the country including bus maintenance, bus intermodal, BRT and LRT. As a firm principal in transit design, Scott's primary responsibilities include fulfilling the project management and lead project designer role in which he is intimately involved in project development from kickoff meeting through construction. Natural daylighting, sustainable building design and simplicity of form are a focus of his design philosophy which has led to numerous state and national design awards. He has designed projects around the country including Texas, Arkansas, Arizona, California, Oklahoma, Utah, Kansas, Alaska, Minnesota, Wisconsin, Illinois, Michigan, Georgia, North Carolina, New York, Massachusetts, and Connecticut.

Principal

Licenses & Certifications
Registered Architect, AR, AZ, CO, CT, DC, FL, GA, IA, IL, KS, MT, NY, OH, SD, VA

Education
BS, Architectural Studies, University of Illinois

Years of Experience
33 years

Affiliations
Architect NCARB Membership

PROJECT EXPERIENCE

Potomac and Rappahannock Transportation Commission, Western Bus Maintenance Facility, Manassas, VA: Wendel was retained to review and verify a previous conceptual design, perform preliminary engineering, obtain site plans and permit approvals and to advance the project through final design and construction.

Pioneer Valley Transit Authority (PVTA), Bus Maintenance Facility, Springfield, MA: Wendel led a comprehensive evaluation and transformation effort for the PVTA's maintenance and operations facilities, addressing the limitations of its 100-year-old site and supporting the authority's growing fleet. Wendel assessed the feasibility of redeveloping its urban location, while also providing programming, site selection, and full design services for a new bus maintenance and operations facility through construction. As part of a second project phase, Wendel delivered design and construction administration services to reconfigure a portion of the existing paratransit maintenance facility.

GoTriangle, Fleet Operations and Maintenance Facility Assessments, Durham, NC: Wendel led existing facility assessment, site selection, programming, and 30% schematic design for GoTriangle and GoDurham bus maintenance facilities including cost estimates. Both fixed route and paratransit facilities were programmed and designed.

Hillsborough Area Regional Transit, Maintenance Campus, Tampa, FL: Wendel provided site selection and concept design for a new bus maintenance campus including both bus operations and administration. The new campus will provide an efficient and safe working environment for all staff.

Greater Hartford Transit District, Paratransit Operations & Maintenance Facility, East Hartford, CT: Wendel led the planning and design of a new facility to enhance the maintenance and operation of the paratransit fleet, supporting diesel, gasoline, and alternative fuel/CNG vehicles. In collaboration with GHTD and Gregg Wies Gardner Architects, Wendel delivered a comprehensive maintenance and operations facility tailored to current needs and future fleet expansion. Wendel's design includes a dedicated administrative component that integrates key operational functions such as training, dispatch, reservations and scheduling, driver support spaces, and management offices.

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Christopher Osterhoudt

Director of Sustainability

Christopher joined Wendel bringing 5 years of experience as an Architectural Designer. He is also an Adjunct Professor for the University at Buffalo School of Architecture and Planning, where he teaches Environmental Systems 2, covering topics including passive and active design strategies, MEP equipment and designs, and Fire Protection and Vertical Transportation strategies. Chris is a licensed architect and leads any sustainability related efforts with design teams across Wendel.

Licenses & Certifications
Registered Architect, NY

Education
MArch, Architecture, University at Buffalo

BS, Architecture, University at Buffalo

Years of Experience
10 years

PROJECT EXPERIENCE

Washington Metropolitan Area Transit Authority (WMATA), Northern Bus Division Garage, Washington, DC: The historic Decatur Street Car Barn was built in 1906 and was re-purposed by WMATA in the 60s as Northern Bus Division. In 2013, it was listed on the National Register of Historic places. This project will restore the existing Italianate façade and add a roughly 600,000 sf addition. The new facility will be 3 levels, with storage for 150 buses at the ground level, a 15-bay bus maintenance shop and operations office space at street level and employee car parking on the roof. The facility will open as an all-electric bus facility and is pursuing LEED platinum.

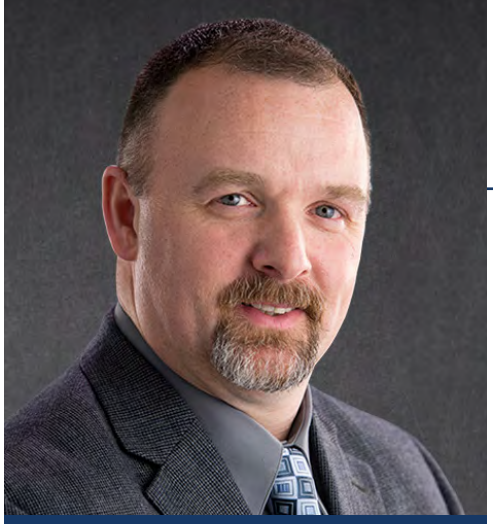
Missoula Urban Transportation District, Maintenance, Operations, and Administration Building (MOAB) A/E Services, Missoula, MT: The Missoula Urban Transportation District (MUTD) is developing a new bus maintenance, operations, and administrative building (MOAB) to support its expanding Battery Electric Bus (BEB) fleet. The first phase includes a two-story operations space, maintenance area with four repair bays, indoor bus storage, and a service lane. Designed by Wendel, the project aims for LEED Gold certification and incorporates sustainability features such as a natural aquifer for heating and cooling, a solar array, and plans for a microgrid. The construction, managed by Quality Construction, has a budget of $45 million and is approaching the 60% design phase.

Connecticut Department of Transportation, Greater New Haven Transit District Storage Facility, New Haven, CT: This project involves the construction of a new facility dedicated to the storage and maintenance of battery electric paratransit buses. It includes purpose-built service areas and an administrative suite to support efficient fleet operations and day-to-day management.

Metropolitan Atlanta Rapid Transit Authority (MARTA), Summerhill Bus Rapid Transit, Atlanta, GA: Wendel, as part of the Kimley-Horn team, worked closely with MARTA and their stakeholders to design the vertical stations, passenger platforms, and amenities for this new BRT line and service. Wendel is providing architectural, structural, and electrical design and construction administration services, as well as Certified Arborist for 12 BRT stations.

Blacksburg Transit, Multi-Modal Transit Facility, Blacksburg, VA: The Virginia Tech Multi-Modal Hub consolidates transit, pedestrian, and bicycle access into a centrally located 12,000-square-foot facility that features offices, waiting areas, restrooms, and a bike hub. Designed in the Gothic style, the hub is modern and functional, with 18 bus slips equipped with amenities such as Wi-Fi and charging stations. It significantly enhances regional mobility by connecting various transit options while providing inclusive outdoor spaces that encourage community engagement. Despite complex site challenges, the facility incorporates innovative accessibility and safety solutions, positioning it as a model for sustainable campus transit infrastructure.

wendel



Michael Galley, PMP

Lead Cost Estimator

Mike has experience in planning, designing, cost estimation, detailing, specification writing, project coordination, and field supervision for construction projects. His expertise covers various project types including residential buildings, commercial properties, hospitals, schools, and medical facilities. He offers full-time on-site construction management, administration, and inspection services for a wide range of clients.

Senior Associate Principal

Licenses & Certifications
Project Management Professional

Education
AAS, Architecture, SUNY Erie

Years of Experience
33 years

PROJECT EXPERIENCE

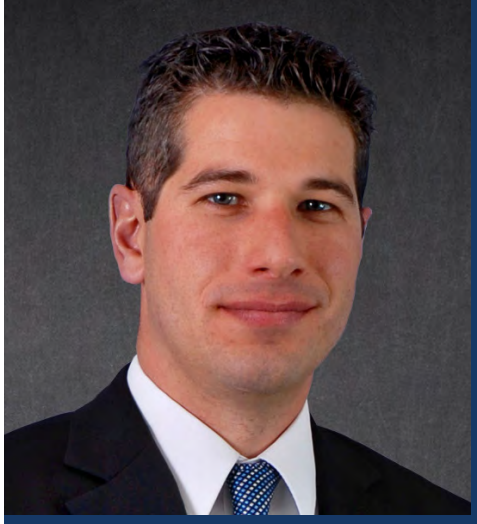
East Pasco Transit, Operations & Maintenance Fleet Transit Facility, New Port Richey, FL: Wendel provide architecture and engineering design for East Pasco's new transit operations and maintenance facility large enough to accommodate the County's current staff and assets. The new facility includes six service bays and capacity to accommodate up to 10 additional bays as demand for service increases. This facility was also designed with the consideration of CNG, diesel, and gasoline fuels being maintained onsite.

Connecticut State Department of Transportation, Waterbury Maintenance, Waterbury, CT: Wendel led the design of a 280,000-square-foot, three-level bus maintenance and storage facility, optimizing site circulation and vehicle parking across a large, open site. To support construction, Wendel conducted extensive engineering studies to extend utilities from over a mile away and elevated the facility above flood levels, incorporating under-building parking to reduce overall project costs. The facility accommodates maintenance, servicing, and storage for 50 full-size buses and 50 paratransit vehicles, with design strategies focused on efficiency in water use, indoor air quality, and energy performance.

Blacksburg Transit, Multi-Modal Transit Facility, Blacksburg, VA: Wendel led the design of the Virginia Tech Multi-Modal Hub, creating a centrally located, 12,000-square-foot facility that seamlessly integrates transit, pedestrian, and bicycle access into a cohesive campus transportation solution. The hub consolidates key functions—including offices, waiting areas, restrooms, and a dedicated bike hub—within a modern, highly functional space inspired by the campus's Gothic architectural character. Wendel's design incorporates 18 bus slips with user-focused amenities such as Wi-Fi and charging stations, significantly enhancing the rider experience while improving regional mobility and connectivity across multiple transit modes. Despite complex site constraints, Wendel implemented innovative accessibility and safety strategies to ensure efficient circulation and universal access.

Norwalk Transit District, Maintenance Facilty Renovation, Norwalk, CT: Wendel led the full architectural and engineering renovation of Norwalk Transit District's administrative, maintenance, and bus storage facilities in Norwalk, CT. The upgrades included new electrical, HVAC, and fire protection systems designed to support future Battery Electric Bus (BEB) integration. Wendel is continuing its partnership with Norwalk Transit through an ongoing study to advance BEB implementation within the renovated facility.

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Christopher Chapman

Director of Civil Engineering

Chris has work experience in commercial, residential, healthcare, industrial, gaming and municipal sites in New York, Virginia, Oklahoma, New Mexico, Indiana and Kentucky. He is responsible for site design, hydraulic analysis, stormwater management, erosion and sediment control, feasibility analysis, construction estimating, construction administration and preparation of construction drawings and specifications.

Principal

Licenses & Certifications
Professional Engineer, NY, VA

LEED Accredited Professional

Education
BS, Civil Engineering, University at Buffalo

Years of Experience
21 years

PROJECT EXPERIENCE

Pioneer Valley Transit Authority, Bus Maintenance Facility, Springfield, MA: Pioneer Valley Transit Authority's existing 100-year-old maintenance and operations facility was in a constrained urban site and offered no room for the authority's expanding fleet. Wendel worked with PVTA to evaluate the feasibility of staying on their existing site, programming, site selection, and complete design of a new bus maintenance and operations facility through construction. A second phase to the project required Wendel to design and provide construction administrative services to partition off part of the existing paratransit maintenance bays and create a space that could accommodate diesel, gasoline and CNG maintenance. The bus storage facility was also renovated to provide ventilation and destratification, along with structural renovations.

Connecticut State Department of Transportation, Waterbury Maintenance, Waterbury, CT: Design of a 280,000 SF, three-level bus maintenance and storage facility on a large open site, optimizing parking and site circulation. Engineering studies were conducted to bring utilities from over a mile away, and the building was elevated above flood levels, with parking located underneath to reduce costs. The facility accommodates servicing, storage, and maintenance for 50 full-size buses and 50 paratransit vehicles, incorporating efficient design elements for water, indoor air quality, and energy use. Dynamic compaction was employed to enhance soil bearing capacity, and the parking garage features post-tensioned cast-in-place concrete to support bus traffic.

Washington Metropolitan Area Transit Authority (WMATA), Cinder Bed Road Bus Garage, Fairfax County, VA: Design for a new 80,000 SF administrative and maintenance facility to accommodate 160 diesel, hybrid and CNG buses. The project achieved LEED Gold certification. Lead Site Designer for a 160 bus operations and maintenance facility. In charge of all stormwater, site utilities, grading, and environmental permitting required at this brownfield redevelopment site. The design featured a sensitive approach to preserving and enhancing a Resource Protected Area (RPA) fronting on Cinder Bed Road, traversed by the entrance bridge, visually masking the facility from the community. The project received the 2014 Land Conservation Award – Winning Project in Best Protected Environmentally Sensitive Site Category and Large Commercial Category.

Washington Metropolitan Area Transit Authority (WMATA), Northern Bus Division Garage, Washington, DC: The historic Decatur Street Car Barn was built in 1906 and was re-purposed by WMATA in the 60s as Northern Bus Division. In 2013, it was listed on the National Register of Historic places. This project will restore the existing Italianate façade and add a roughly 600,000 sf addition. The new facility will be 3 levels, with storage for 150 buses at the ground level, a 15-bay bus maintenance shop and operations office space at street level and employee car parking on the roof. The facility will open as an all-electric bus facility and is pursuing LEED platinum.

Cummins Manufacturing, JEP Facility Expansion, Lakewood, NY: Design services for a 109,000 sf expansion space. The expansion will be contiguous with the existing facility.

wendel



Katherine Cox

GIS Analyst

Katherine is a skilled GIS analyst with a Master of Arts degree in Geography. With a strong expertise in utilizing ArcGIS software, Katherine has successfully transformed utility data into a consistent format ensuring accurate spatial representation. Additionally, her extensive experience in conducting fieldwork has provided her with a comprehensive understanding of real-world data collection and validation processes, making Katherine a valuable asset in geospatial analysis and decision making.

Education
MA, Geography, Binghamton University

BA, Geography, Binghamton University

Years of Experience
5 years

PROJECT EXPERIENCE

City of Batavia, 2024 GIS Implementation, Batavia, NY: Katherine created Public GIS and Public Works GIS web apps using ArcGIS Online Experience Builder. Created an enterprise geodatabase of public works infrastructure that allows for GPS data collection and editor tracking. She implemented training materials and subsequently trained City staff on GPS data collection and using the GIS Web Apps. Maintains ArcGIS Online environment for the City, including license management and making requested updates to apps and features.

Town of Porter, GIS 2023, Porter, NY: Manages and maintains all sewer and water infrastructure for the Town of Porter's GIS Application. All new infrastructure is added to the Town's enterprise geodatabase based on GPS located data in the field and supplied as-built drawings from the Town.

Batavia, NY: Created an ArcGIS Online environment and migrated all custom functions and data from the previous web app to the new environment. Troubleshoots software issues with the client when they arise and offering advice on GIS editing best practices.

Town of Sardinia, Comprehensive Plan Update, Sardinia, NY: Conducted electronic and hardcopy mapping and updates for the Town's Comprehensive Plan. GIS analysis was used to depict and determine land use types, environmental impacts, land development trends, issues, community resources, public needs, transportation, housing, etc.

Town of Somerset, GIS 2023, Somerset, NY: Utilizing an enterprise geodatabase, digitized the entire water infrastructure network to GIS, utilizing GPS-located mainline valves and as-built drawings. As-built drawings were then attached to each corresponding water main segment for easy access by the client through any desktop computer or mobile smart device.

Town of Royalton, Comprehensive Plan Update, Royalton, NY: The project developed a Comprehensive Plan for the Town of Royalton, prioritizing agricultural protection, preservation of community character, and future growth management. Wendel conducted an assessment of the Town's conditions, focusing on prime soils, demographics, historic preservation, and agricultural features needing protection. Following the plan's adoption, Wendel provided implementation support, including training for Town boards and committees. The project involved significant public engagement through a local advisory committee, community meetings, and online outreach to finalize the Comprehensive Plan document. Conducted all electronic and hardcopy mapping and updates for the Town's Comprehensive Plan. GIS analysis was used to depict and determine land use types, environmental impacts, land development trends, issues, community resources, public needs, transportation, housing, etc. Mapping was produced for public meetings to gain public input and final mapping outputs will be applied to a hardcopy report for the Town.

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BORIS PALCHIK

Principal Planner

Boris Palchik founded RouteSprout LLC in 2024. He has more than 25 years of experience in the transit industry, both as a consultant and as a staff planner. Boris has developed fixed-route and microtransit service plans for systems of all sizes, with a focus on improving ridership, productivity, and the overall user experience. He specializes in diagnostic service assessments and comprehensive system redesigns. In addition, Boris' areas of expertise include service scheduling, run-cutting, and site-specific transit planning for airports, universities, and other large campuses and institutions.

EXAMPLE PROJECTS

Central Midlands Regional Transit Authority (CMRTA dba The COMET), Transit Hub Capacity and Operational Analysis, Task Lead, Columbia, SC

CMRTA serves South Carolina's capital city, which is also home to the University of South Carolina. CMRTA sought to reduce the number of buses that meet at COMET Central, Columbia's downtown transit center, at any given time to reduce congestion. Boris led the development of a service improvement plan that helped reduce downtown congestion by staggering arrival schedules at COMET Central. The plan also identified opportunities to improve the efficiency and effectiveness of The COMET network through the strategic use of route interlines. After adoption by the CMRTA Board, the revised COMET network went into service in September 2025.

Capital Area Transportation Authority (CATA), Comprehensive Operational Analysis (COA), Task Lead, Lansing, MI

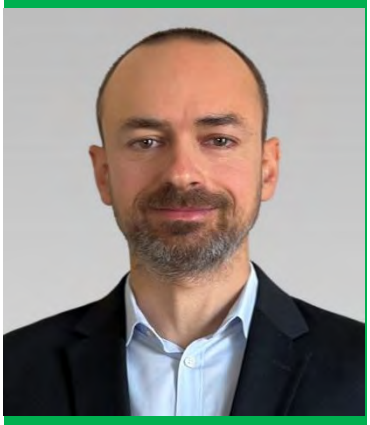
CATA provides public transit services across metropolitan Lansing, including the campus of Michigan State University. CATA operates 16 fixed routes, as well as a range of demand response services such as the CATA Rydz microtransit. The objectives of the on-going COA are to analyze and improve CATA's fixed-route bus system; develop service plans under varying budget scenarios; and propose regional mobility solutions, incorporating innovative transit modes and partnerships. As Task Lead, Boris led the diagnostic assessment of existing services and the development of two preliminary service redesign scenarios.

Flint Hills Area Transit Authority (FHATA dba ATA Bus), System-Wide Transit Services Study, Task Lead, Manhattan, KS

FHATA (aTaBus) serves the Flint Hills Region of Kansas, including Manhattan, Junction City, and the campus of Kansas State University. The System-Wide Transit Services Study focused on developing recommendations to reverse the agency's falling ridership, serve existing riders better, and attract and retain both new riders and funding partners. The RouteSprout team led both the service and market analyses, and led a robust outreach effort including surveys, stakeholder meetings, and engagement with frontline staff. The final recommendations included a phased approach to implementation, starting with the introduction of more frequent regional service between Manhattan and Junction City, followed by optimized local service in each community.

Delaware County Transit (DCT), Workforce Transportation Study, Task Lead, Delaware City, OH

Delaware County Transit operates demand-response services only, including county-wide dial-a-ride service and two microtransit zones. The Workforce Transportation Study aimed to document existing conditions and commuter travel trends; survey key business stakeholders and employers on mobility needs; and lay out near-term, mid-term and longer-term plans for developing employee-focused transportation solutions for the County. The RouteSprout team led the transit market analysis and assessment of existing services, as well as the development of a new microtransit service, set to begin operations in 2026.



YEARS OF EXPERIENCE

- 26

EDUCATION

- Master of City and Regional Planning, University of Texas at Arlington
- Bachelor of Civil Engineering, University of Texas at Austin

PRIOR EXPERIENCE

- Project Manager and Senior Transportation Planner, Foursquare Integrated Transportation Planning, Inc., Boston, MA
- Principal, Nelson\Nygaard Consulting Associates, Inc., Boston, MA
- Senior Planner, Denton County Transportation Authority, Denton County, TX
- Service Planner III, Dallas Area Rapid Transit, Dallas, TX

ROUTESPROUT

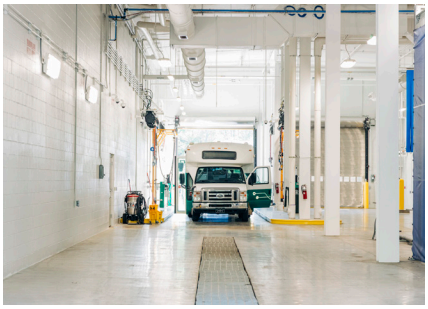
PREVIOUS PERFORMANCE

References



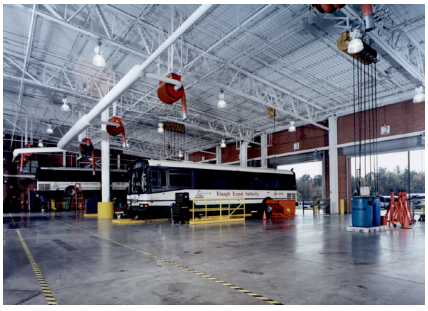
Josh Moore, General Manager
Greater Lynchburg Transit Company
419 Bradley Dr.
Lynchburg, VA 24501
(434) 455-5084
jmoore@gltconline.com

Project: Architecture and engineering service for GLTC's new $23 million, 50,000-square-foot, operations and maintenance facility that includes eight bus maintenance bays, a wash bay, and fully secured fleet parking.



James Keel – Director of Public Transportation
Greenville Transit Authority
100 W. McBee Avenue
Greenville, SC 29601
864-298-2767
jkeel@greenvillesc.gov

Project: Architecture and engineering services for an 18,000 square foot operations/administrative building that includes diesel, electrical and CNG fueling for the bus fleet. The western portion of the site wasdeveloped into a community park.



Sharon Dottery, Transit Director
Augusta Public Transit Department
1535 Fenwick Street
Augusta, GA 30904
(706) 821-1721
sdottery@augustaga.gov

Project: Architecture and engineering design services, along with construction administration, for a new 25,160-square-foot operations and maintenance facility accommodating 40 buses, with capacity for future expansion.









Greater Lynchburg Transit Company

Operations & Maintenance Center

Client
Greater Lynchburg Transit Company (GLTC)

Project Location
Lynchburg, VA

Services Performed
Architecture
Site Selection
Landscape Architecture
Programming/Planning
Electrical Engineering
Mechanical Engineering
Construction Administration

Completion Date
March 2017

Project Cost
$21,500,000

Reference
Josh Moore
GLTC General Manager
419 Bradley Dr.
Lynchburg, VA 24501
(434) 455-5084
jmoore@gltconline.com

Project Description

Wendel provided architecture and engineering design service for GLTC's new $23 million, 50,000-square-foot, operations and maintenance facility that includes eight bus maintenance bays, a wash bay, and fully secured fleet parking.

After designing GLTC's LEED Platinum Bus Transfer Center, Wendel was retained to analyze potential sites for the new operations and maintenance facility, provide preliminary environmental review for the preferred site and conceptual and final design for construction.

The Wendel Site Selection Process is a valuable tool to help our clients objectively analyze system wide needs and potential sites for new facilities. The goal of the overall process is to reach consensus among the decision making parties on the preferred site on which to construct the needed facility.

The design team began by evaluating GLTC's current and future service demands and determined the programmatic needs for a new operations and maintenance facility. Once the top three sites had been determined and reviewed with the GLTC Steering Committee, preliminary environmental and infrastructure reviews were conducted on the sites. The design team provided preliminary layouts for all three sites to ensure program compatibility. These sites were then individually graded by means of weighted scoring criteria, which resulted in a preferred site being selected.

With the site selected, the design team prepared detailed design documents for construction and provided enhanced construction administration services including commissioning, start up and move management.

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Greenville Transit Authority (GTA)

Operations & Maint. Facility

Client
Greenville Transit Authority

Project Location
Greenville, SC

Services Performed
Architecture
Landscape Architecture
Civil Engineering, MEP
Alternative Fuels
Construction Administration
Site Selection

Start Date: 2020
Completion Date: 2025
Project delivery method:
CMAR

Project Cost
$42 Million

Reference
James Keel
Director of Public Transportation
864.298.2767
jkeel@greenvillesc.gov

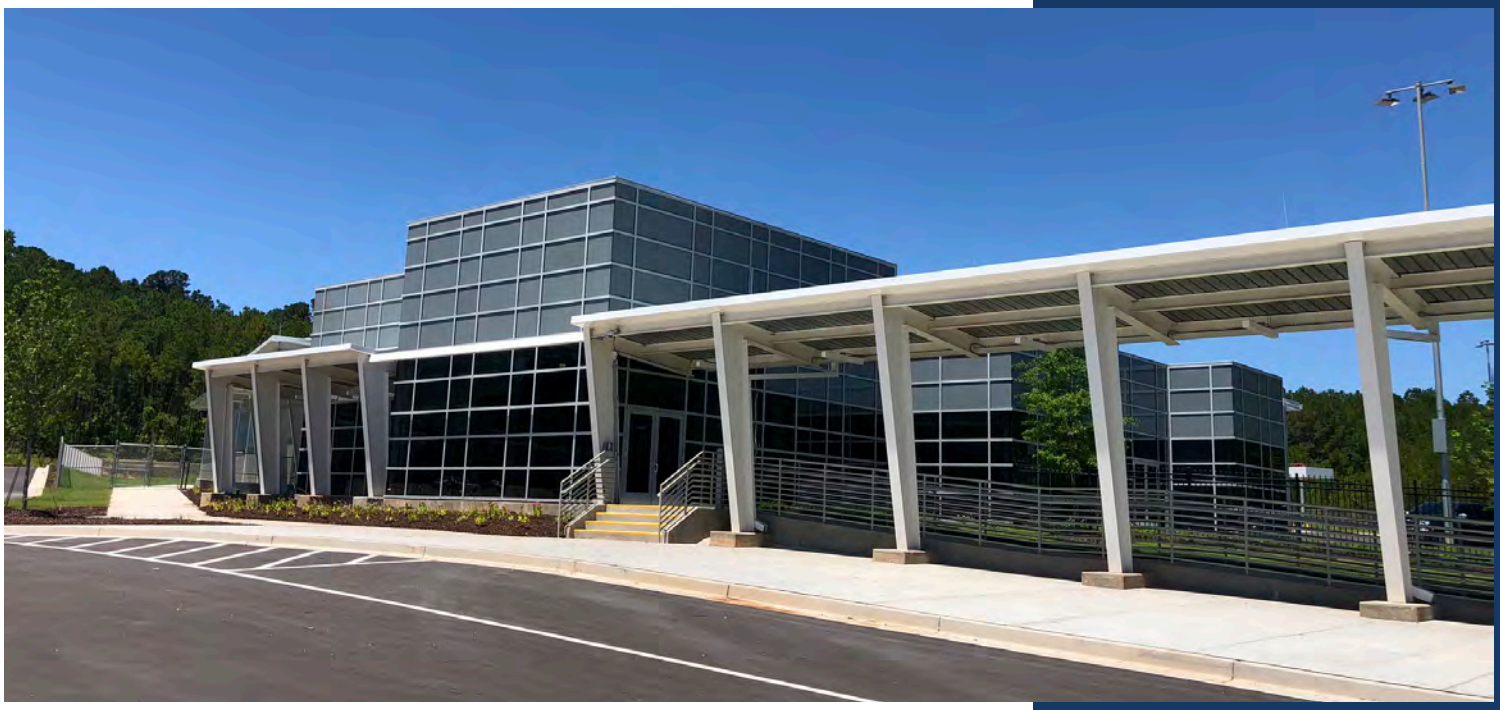
Project Description

Wendel provided master planning and facility design for GTA's new bus maintenance, operations, and administration facility, replacing its outdated and landlocked facility that prevented expansion. The **18,000 SF operations/administrative building** is connected by a pedestrian bridge to the **42,000 SF bus maintenance/service** building to accommodate a sloping site. Wendel assisted with all aspects of the project including the selection of a CMAR for delivery and construction.

The project was funded through a variety of federal sources and includes interior bus maintenance and service, and administrative areas for 68 full-size buses and 25 paratransit vehicles. Bus and automobile parking are exterior at grade. It also includes a park design to buffer a neighboring residential area from the facility. The building will be fully commissioned and serve as an efficient, state-of-the-art garage integrating alternative fuels, including CNG, diesel, and battery electric bus capabilities.
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Augusta Public Transit

Operations & Maintenance Facility

Client
City of Augusta Augusta Public Transit Department

Project Location
Augusta, GA

Services Performed
Architecture, Master Planning, Landscape Architecture, Electrical Engineering, Mechanical Engineering, Structural Engineering, Site Selection

Completion Date
July 2019

Project Cost
$14,500,000

Reference
Sharon Dottery, Director
Augusta Public Transit
2844 Regency Blvd
Augusta, GA 30904
(706) 821-1818
sdottery@augustaga.gov

Project Description

Wendel provided architecture and engineering services for the design and construction of a new operations and maintenance facility. The new site is home to 40 buses and provides for future expansion.

The facility space program was prepared in cooperation with Augusta Public Transit. All maintenance services, operations and administration functions are housed in a contiguous building located on the general location of a previous existing building on the site. Wendel also provided site selection and master planning services as part of the design work.

To accommodate future electric bus use, the design included a layout and infrastructure to serve both fast and slow charging of buses on site.

The City of Augusta utilized a Construction Management at Risk delivery method for the bidding and construction of the new facility. Wendel also provided construction administration services to verify that the construction followed all required Federal Transit Authority (FTA) regulations and the contract documents.

Design and bidding was complete in October 2017. Construction was complete in the summer of 2019.

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Potomac and Rappahannock Transportation Commission (PRTC)

Western Bus Maintenance Facility

Client
Potomac & Rappahannock Transportation Commission

Project Location
Manassas, VA

Services Performed
Architecture, Construction Management, Civil Engineering, Electrical Engineering, Mechanical Engineering

Completion Date
April 2020

Project Cost
$29,000,000

Reference
Betsy Massie
14700 Potomac Mills Road
Woodbridge, VA 22192
(703) 580-6113
bmassie@omniride.com

Project Description

Wendel supported PRTC in the development of its Western Bus Facility. PRTC provides commuter bus service along the I-95 and I-66 corridors, as well as local service throughout Prince William County. Wendel was retained to review and validate a prior conceptual design, advance preliminary engineering, secure site plan and permit approvals, and lead the project through final design and construction.

Early in the project, Wendel helped guide PRTC in selecting a Construction Manager at Risk (CMAR) delivery approach, establishing a collaborative framework that supported cost control and schedule certainty. Through close coordination with the CMAR and project stakeholders, Wendel led a value engineering effort at the 60% design stage that identified strategic facility layout modifications to reduce construction costs while maintaining operational efficiency.

Located just off I-66, the new facility is designed to support approximately 120 buses and complements PRTC's existing eastern operations. Wendel developed a comprehensive lighting plan for the bus storage yard and optimized service bay layouts to enhance functionality and maintenance operations. At the request of Prince William County, Wendel also conducted a traffic impact study to confirm that the facility would not adversely affect operations at a nearby intersection and the Prince William Parkway interchange.

Wendel continued to play a central role throughout construction, working closely with Clark Construction (CMAR) and PRTC to deliver the project on schedule and within budget. The design incorporates future-ready Battery Electric Bus (BEB) charging infrastructure to support fleet electrification initiatives.

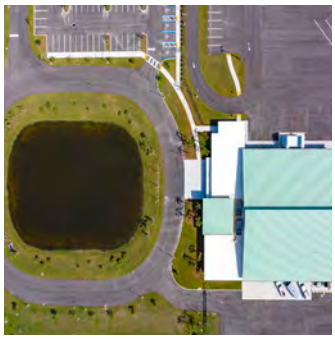
Additional Wendel services included:

- Provided construction phase services
- Delivered post-construction support
- Assisted with CMAR procurement and management

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East Pasco Transit

Operations & Maintenance Fleet Transit Facility

Client
Pasco County, Florida

Project Location
Pasco County, FL

Services Performed
Architecture, Landscape Architecture, Electrical Engineering, Mechanical Engineering, Project Management, Structural Engineering

Completion Date
April 2019

Project Cost
$17,500,000

Reference
Thomas Pyche
8919 Government Dr
New Port Richey, FL 34654
tpyche@pascocountyfl.net

Project Description

Pasco County Public Transportation (PCPT) was struggling with an undersized operations and maintenance facility that failed to accommodate the current capacity of county staff and assets. The county received $3.5 million in funding from the Federal Transit Administration in order to construct a new Transit Operations and Maintenance Facility for PCPT, to be developed on a new 25-acre site.

The Wendel design team was brought in to design the new facility, and in early March of 2017 began coordination and consultation with Pasco County representatives toward the creation of a master plan for the undeveloped site. The new facility was designed to include six (6) service bays, with the capacity to accommodate up to ten (10) additional bays as demand for service increases.

Multiple progress meetings were held to inform key stakeholders and county representatives of the plan's development throughout the following months. While the master plan is based on the future establishment of a shared-use facility between PCPT, Pasco Utilities and the Department of Public Works, Wendel designed the plan in such a way that each facility could stand alone if necessary.

The Wendel design team utilized the site's existing pond, situating the facility nearby and using it as a stormwater management feature, while retaining and enhancing as much of the greenery on site as possible. Designs included HVAC, electrical, plumbing and fire safety. Equipment process systems were also detailed in the design process.

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EXAMPLE QUALIFICATIONS AND REFERENCES

Transit Hub Operational Analysis

Project: Transit Hub Capacity and Operational Analysis (2024-2025), Columbia, SC

Client: Central Midlands Regional Transit Authority (CMRTA)

RouteSprout Budget: $42,560

CMRTA (The Comet) serves South Carolina's capital city, which is also home to the University of South Carolina. CMRTA sought to reduce the number of buses that meet at COMET Central, Columbia's downtown transit center, at any given time to reduce congestion. The RouteSprout team led the development of a service improvement plan that helped reduce downtown congestion by staggering arrival schedules at COMET Central. The plan also identified opportunities to improve the efficiency and effectiveness of The COMET network through the strategic use of route interlines. After adoption by the CMRTA Board, the revised COMET network went into service in September 2025.



Reference: Maurice Pearl, Executive Director, CMRTA, mpearl@thecometsc.gov, (803) 255-7133

Network Redesign

Project: Comprehensive Operational Analysis (On-Going), Lansing, MI

Client: Capital Area Transportation Authority (CATA)

RouteSprout Budget: $71,360

CATA provides public transit services across metropolitan Lansing, including the campus of Michigan State University. CATA operates 16 fixed routes, as well as a range of demand response services such as the CATA Rydz microtransit. The objectives of the on-going COA are to analyze and improve CATA's fixed-route bus system; develop service plans under varying budget scenarios; and propose regional mobility solutions, incorporating innovative transit modes and partnerships. As Task Lead, Boris has led the diagnostic assessment of existing services and the development of two preliminary service redesign scenarios.



Reference: Dustin Hagfors, Director of Planning and Development, CATA, dhagfors@cata.org, (785) 537-6345

On-Call Support Service

Project: Planning Support Services (On-Going), Little Rock, AR

Client: Rock Region Metro (RRM)

RouteSprout Budget: $50,000

Rock Region Metro has faced a number of challenges in recent years including operator shortages, vehicle procurement challenges, and budgetary constraints. The agency brought on a consulting team led by RouteSprout to help them navigate these challenges and return operational stability and ridership growth. Boris is currently leading a taks order forcused on assessing the strengths, weaknesses, and opportunities of the existing transit network. The aim of this first task order is to establish a baseline understanding of the agency's operations in order to prepare for future task orders addressing service, staffing, and capital improvements



Reference: Justin Avery, Chief Executive Officer, RRM, javery@rrmetro.org (501) 375-6717

2.

Technical Approach/Deliverables



Executive Summary

Operations-Driven Planning for TACC's Next Generation Transit Facility

The Transportation Authority of Calhoun County (TACC) is seeking more than a conventional facility study. TACC needs a practical, implementation-ready roadmap that establishes short- and long-term facility needs, identifies and ranks viable candidate sites, develops conceptual facility and site solutions, and prepares the funding and benefit-cost framework necessary to support grant applications, property acquisition, and future construction. The RFQ explicitly calls for a 10-year and 30-year facility needs assessment, site selection and ranking, preliminary site and building design, and a funding plan including benefit-cost analysis.

Wendel's approach begins with a simple principle: successful transit facilities are planned from the operation inward. Before selecting sites or preparing concept plans, our team will work with TACC staff to understand how operations, maintenance, administration, fleet functions, and future service delivery needs should shape the next-generation facility strategy. This operations-first process helps ensure that the final recommendations are not only technically sound but also practical, defensible, and aligned with the real needs of the agency, its employees, and the communities it serves.

To initiate the work, Wendel will use our proven Immersion process to quickly confirm existing conditions, gather operational input, and align leadership around the study's most important decisions. This focused process will support efficient development of facility requirements, site evaluation criteria, conceptual facility planning, and implementation priorities. Wendel will directly connect site evaluation to operational efficiency, circulation, safety, flexibility, access, and long-term implementation potential.

Wendel's great examples include built transit facilities where site selection was part of the project delivery history. Greater Lynchburg Transit Company's Operations & Maintenance Center in Lynchburg, Virginia, is a strong example: Wendel performed site selection as part of the assignment, and the facility opened in March 2017. Another highly relevant example is Greenville Transit Authority's brand-new, state-of-the-art Greenlink Operations and Maintenance Facility. Spanning 58,000 square feet, the facility features cutting-edge maintenance bays and dedicated training areas. Designed to support diesel, electric, and CNG buses, the site is a forward-thinking investment in the future of public transit. In addition to the maintenance facility, the 18,000-square-foot administration building offers essential spaces that enhance operations, including executive offices, a community meeting room, a driver-ready lounge, dispatch operations, and modern conference spaces. Wendel's work included site selection, grant applications, securing land, design, and construction administration. The facility's grand opening occurred in January 2025.

Wendel's built site-selection experience also includes completed transit center and intermodal projects. The Broome County Department of Transportation's Intermodal Transportation Terminal in Binghamton, New York, involved site selection, with three sites evaluated using weighted criteria to identify the preferred location. The City of Petersburg's Intermodal Transit Center in Petersburg, Virginia, also included site selection as part of Wendel's services and progressed to completed construction. These completed projects demonstrate Wendel's ability to connect site evaluation to program development, concept planning, and eventual project delivery.

For TACC, this experience matters because the final plan must answer several linked questions: What facility model best supports current and future operations? What site best supports that model? How should implementation be phased? What funding sources, benefit-cost considerations, and next steps are needed to move the project forward? Wendel's goal will be to help TACC answer those questions in a structured, transparent, and decision-oriented manner, resulting in a plan that is useful not just for planning but also for funding, land strategy, stakeholder alignment, and future execution.

Wendel has assembled a focused team to support that effort. Detailed team roles and qualifications will be described in the project approach section; however, project leadership will include Ronald Reekes as Principal-in-Charge, Elizabeth Colvin as Project Manager, and Scott Neal as lead Project Architect/Designer. To complement Wendel's transit facility leadership, the team will also include RouteSprout, led by Boris Palchik, in a limited advisory role focused on continuity, context, and targeted planning insight drawn from prior Battle Creek and Calhoun County transit planning efforts.

The Wendel Team understands that TACC staff and leadership need a consultant team that can serve as an extension of staff while maintaining disciplined, practical, and forward-looking work. Our objective is to deliver a facility plan that is grounded in operations, responsive to real constraints, supportive of FTA funding opportunities, and useful as a roadmap for future decisions. In short, our goal is to help TACC move from planning to action with a facility strategy that is clear, credible, and implementable.









2. Technical Approach/Deliverables

Project Understanding, Methodology & Approach

The Wendel Team understands that the Transportation Authority of Calhoun County (TACC) is seeking a practical, implementation-ready Next Generation Transit Facility Plan that will guide future facility investment from operational need through site strategy, conceptual planning, grant readiness, and eventual implementation. This project is an opportunity to define how TACC should operate, grow, and invest in facilities that support transit service across Calhoun County for the next 10 and 30 years.

Wendel's approach begins with a simple principle: transit facilities must be planned from the operation outward. Before selecting sites or developing building concepts, our team will work with TACC to understand how administration, dispatch, operations, maintenance, fleet storage, fixed route, paratransit, on-demand service, and satellite functions operate today and how they may evolve. This operations-first approach ensures the final recommendations are grounded in real service needs, implementable facility requirements, and future funding readiness.

TACC's future facility plan must also balance broader community and agency goals, including multimodal mobility, safety and security, environmental stewardship, efficient system management, resilient operations, community connections, and economic competitiveness. The Wendel Team's methodology is designed to address these goals through a structured process: project initiation, operational Immersion, facility needs assessment, site identification and ranking, conceptual facility and site planning, financial planning, benefit-cost analysis, implementation strategy, and final plan presentation. Each task will build upon the previous one, so the final plan is clear, defensible, fundable, and useful to TACC leadership as a decision-making tool.

Project Management

Managing the Project

When you select the Wendel Team, a solid foundation will be established to get the project off to the right start. We believe these first steps are not only necessary but crucial to successfully planning, managing, and executing the work effort. We are in this together, and we will manage TACC's resources to provide value, maintain momentum, and keep TACC informed of progress, results, decisions, and next steps along the way.

For the Wendel Team, the key is a well-thought-out Project Management Plan and a well-planned, well-executed project kickoff. Our first objective will be to confirm scope, schedule, deliverables, communication methods, decision-making structure, stakeholder involvement, available background information, and the order in which major technical decisions need to occur. This front-end organization will help the team move efficiently from kickoff into Immersion, needs assessment, site selection, conceptual planning, financial strategy, benefit-cost analysis, and final recommendations.

Project Manager

In Wendel's project and service delivery system, the Project Manager is the catalyst for communication, resource allocation, cost control, quality control, schedule adherence, and risk management. **For this project, Elizabeth (Liz) Colvin will serve as Project Manager.** She will be responsible for day-to-day coordination with TACC, management of the work plan, schedule and deliverables, coordination of Wendel technical staff and RouteSprout, and the overall integration of facility planning, site evaluation, conceptual design, funding strategy, and final plan development.

Supporting Liz will be Ronald Reekes as Principal-in-Charge and Scott Neal as lead transit facility Architect. This leadership structure provides TACC with project management continuity, senior-level transit facility expertise, and direct access to the technical decision-makers responsible for guiding the study from operational understanding through implementation recommendations.

Project Management Plan

Every person at every level of our team and organization is part of our project delivery system. Wendel's project management approach is built around clear roles, consistent communication, proactive schedule management, scope control, quality management, and accountability.

At the beginning of the assignment, Wendel will prepare a customized project work plan that establishes how the project will be managed, communicated, reviewed, and delivered. For TACC, Wendel's Project Management Plan will include:

- Preparation of a work breakdown structure organized around the major project tasks.
- Identification of key decision points and review milestones.
- Definition of TACC staff, steering committee, and consultant team roles.
- Development of a project schedule that supports required completion milestones.
- Establishment of meeting cadence, communication protocols, and reporting format.
- Identification of background information and data needs.
- Development of a quality review process for planning, conceptual design, cost estimating, financial planning, and final plan deliverables.
- Establishment of a decision log to track assumptions, direction, and action items.
- Coordination of RouteSprout's limited advisory planning role so prior Calhoun County transit planning context is efficiently incorporated into the process.

This management structure will help keep the effort focused and give TACC a clear understanding of what is being completed, what decisions are required, and how each task supports the final Next Generation Transit Facility Plan.



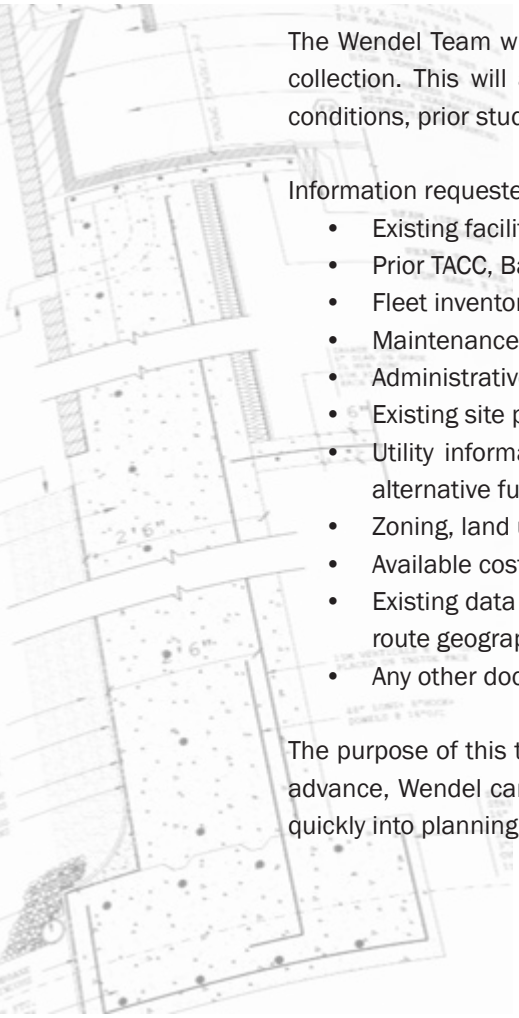
Project Kickoff Meeting

Our team will first schedule a virtual kickoff meeting with TACC to confirm the overall project direction and begin organizing information for the Immersion process. Our recommended kickoff agenda will include:

- Team introductions.
- Review of project goals, scope, schedule, budget, and deliverables.
- Confirmation of TACC's primary objectives for the Next Generation Transit Facility Plan.
- Identification of TACC project team members, steering committee members, and decision-making structure.
- Establishment of communication protocols and progress meeting format.
- Review of available background documents and data needs.
- Confirmation of Immersion participants and schedule.
- Discussion of current facility and site selection constraints and potential known sites.
- Consideration of fleet needs, staffing needs, and future growth assumptions.
- Discussion of TACC's preferred main facility / satellite facility concept.
- Confirmation of cost estimating, financial plan, benefit-cost analysis, grant-readiness, and Board presentation expectations.
- Review of RouteSprout's advisory role and how prior planning context will be folded into the work effort.

After the kickoff meeting, Wendel will coordinate the Immersion schedule with TACC leadership and key staff. Meetings will be planned so the right participants are involved at the right times, without requiring all staff to be continuously present for every working session.

Data Collection and Existing Document Review



The Wendel Team will begin the review of relevant information provided by TACC at kickoff and during early data collection. This will allow the team to begin the onsite Immersion with an informed understanding of existing conditions, prior studies, operational context, known constraints, and future planning goals.

Information requested may include:

- Existing facility information, drawings, site plans, and property records.
- Prior TACC, Battle Creek, Calhoun County, MDOT, or related planning materials.
- Fleet inventory, fleet replacement plans, service growth assumptions, and vehicle types.
- Maintenance operations information and existing equipment data.
- Administrative, dispatch, operator, customer service, and staff support space needs.
- Existing site plans, property data, right-of-way information, and parcel information.
- Utility information, including electric service, water, sanitary, stormwater, communications, and potential alternative fuel infrastructure considerations.
- Zoning, land use, environmental, and local approval information.
- Available cost, funding, grant, or benefit-cost information.
- Existing data related to Albion, Battle Creek, Marshall, and Springfield service needs, satellite facilities, and route geography.
- Any other documentation suggested by TACC staff or stakeholders.

The purpose of this task is to make the Immersion process more productive. By reviewing available information in advance, Wendel can use the on-site time to confirm assumptions, resolve questions, document gaps, and move quickly into planning and decision-making.

"By leveraging Wendel's Immersion process at the outset, the project will move quickly into value-added activities — refinement, synthesis, and storytelling"

Immersion On Site

To kick off the technical work and get a running start on the project schedule, Wendel proposes using our unique Immersion process. Immersion brings the multidisciplinary team together with the client and key stakeholders at the outset to target issues and opportunities that influence the project direction.

For TACC, the Immersion process will be tailored specifically to the Next Generation Transit Facility Plan. The goal will be to quickly confirm what TACC needs, how current operations function, what gaps exist, what future requirements must be accommodated, and how those needs should influence site selection, conceptual design, funding strategy, and implementation planning.

During Immersion, Wendel will work with TACC staff and stakeholders to:

- Review existing facility conditions, operations, and constraints.
- Conduct user group interviews with management, operations, maintenance, administrative, dispatch, and driver/operator representatives.
- Confirm fleet data, vehicle types, storage needs, maintenance needs, and future fleet assumptions.
- Review facility space needs for administration, dispatch, training, employee support, maintenance, operations, customer interface, storage, and future growth.
- Document operational circulation needs including bus movements, employee access, visitor access, parking, service access, and potential conflicts.
- Identify alternate fuel and future fleet-readiness needs, including electric, CNG, diesel, and other resilient fueling infrastructure considerations.
- Discuss utility capacity, electrical infrastructure, charging readiness, stormwater, site access, emergency preparedness, and continuity of operations.
- Begin identifying site selection criteria and weighting factors.
- Confirm early conceptual planning priorities and test-fit assumptions.
- Identify environmental stewardship, zoning, permitting, acquisition, resiliency, and implementation considerations.
- Confirm final plan, funding, benefit-cost, community input, and Board presentation expectations.

The Immersion process is intended to be dynamic, practical, and engaging. Our team members will use this time to understand how TACC conducts business, request input and clarification, test assumptions, and suggest recommendations and best practices based on Wendel's experience working with transit agencies large and small.

At the conclusion of Immersion, Wendel will hold a wrap-up meeting to summarize what has been learned, confirm key issues, review initial findings, identify information gaps, and define next steps for the facility needs assessment, site selection, conceptual facility planning, financial plan, benefit-cost analysis, and final plan development.

Stakeholder, Staff & Public Participation

The Wendel Team understands that successful public-sector transit facility planning requires strong communication, collaboration, and stakeholder engagement throughout the process. Because this plan is intended to support future grant readiness and implementation, stakeholder and public participation should be integrated into the planning process in a practical and meaningful way.

Although the RFP does not create a separate standalone public outreach task, future federal transit funding readiness is strengthened by a planning process that clearly documents staff, stakeholder, and public input. For TACC, the engagement process should be practical, focused, and aligned with the project schedule and budget. **Our approach will use the Immersion process as an early engagement tool, bringing together TACC leadership, operations staff, maintenance staff, administrative staff, project stakeholders, RouteSprout, and the consultant team in focused working sessions designed to validate operational priorities, identify challenges and opportunities, and establish alignment around long-term facility goals.**

Throughout the planning and conceptual design process, the Wendel Team will support:

- Stakeholder workshops and working sessions.
- Coordination meetings with TACC staff and the project steering committee.
- Operational interviews with operations, maintenance, administration, dispatch, and driver/operator representatives.
- Focused input on service growth, fleet needs, satellite facility considerations, and facility functionality.
- Presentation materials that clearly communicate site and facility alternatives.
- Staff and public feedback integration into conceptual facility designs.
- Documentation of community input relevant to future grant readiness.
- Coordination regarding project milestones, decisions, and next steps.
- Preparation of plan materials for review by TACC staff, the project steering committee, and the TACC Board of Directors.

The engagement process will recognize the broader public benefits of the project, including multimodal connectivity, employee safety, accessible service delivery, environmental stewardship, community connections, and economic competitiveness. The Wendel Team recognizes the importance of balancing technical planning, operational needs, community expectations, sustainability goals, neighborhood considerations, funding readiness, and long-term service priorities. We are committed to maintaining clear communication, responsiveness, transparency, and collaboration throughout the process while helping TACC efficiently advance the project toward consensus and implementation.





Sustainability & CORE4 Integration

Because this is a Next Generation Transit Facility Plan, sustainability and resiliency should be integrated from the beginning of the planning process, not added after site and facility decisions are already made. Throughout the Immersion process, the Wendel Team will initiate sustainability discussions utilizing Wendel's CORE4 framework, which evaluates project opportunities related to Energy, Water, Materials, and Equity.

For TACC, CORE4 will help structure early conversations around practical sustainability opportunities that directly support transit operations, facility performance, long-term costs, employee experience, community value, and grant readiness. These discussions will be coordinated with operational planning, site evaluation, conceptual design, cost considerations, and implementation planning so sustainability remains connected to TACC's functional and financial objectives.

Potential sustainability and resiliency strategies to evaluate during planning and conceptual design may include:

- Energy efficiency and high-performance building systems.
- Future electric vehicle charging infrastructure readiness.
- CNG / alternative fuel compatibility considerations.
- Renewable energy opportunities where practical.
- Utility capacity and long-term energy flexibility.
- Water conservation and stormwater management strategies.
- Resilient site design and operational continuity.
- Durable and maintainable material strategies.
- Indoor environmental quality for staff and operators.
- Safe and comfortable employee support spaces.
- Multimodal access and community connectivity.
- Equity considerations related to access, location, and service delivery.
- Lifecycle cost and long-term maintainability.
- Environmental stewardship strategies that support future grant competitiveness.

The Wendel Team believes sustainability and operational performance must work together. For TACC, the goal is to identify strategies that are practical, maintainable, fundable, and aligned with a facility that must support daily operations for decades. By integrating CORE4 into Immersion, site selection, conceptual planning, financial analysis, and implementation recommendations, Wendel will help TACC develop a facility plan that is resilient, efficient, operationally sound, and ready to support future investment.



Facility Needs Assessment /Space Programming

The facility needs assessment will translate TACC's current and projected operations into an organized facility program. Wendel's facility needs assessment will begin with an operations-first review of how TACC functions today and how its service delivery may evolve over time. **This assessment will consider existing facilities, administrative space, satellite functions, fleet storage, maintenance limitations, employee needs, and TACC's preference for one main location in Battle Creek with a satellite location closer to Albion /Marshall.**

- The facility needs assessment will evaluate:
- Administration and executive office needs.
- Dispatch and operations functions.
- Maintenance bays, workflow, equipment, and parts storage.
- Fleet storage and vehicle circulation.
- Employee parking and staff support spaces.
- Driver/operator support spaces.
- Fixed route, paratransit, and on-demand service needs.
- Satellite facility needs near Albion / Marshall.
- Future fleet growth and vehicle type requirements.
- Alternative fuel and resilient fueling infrastructure.
- Emergency preparedness and continuity of operations.
- Future expansion and long-term flexibility.
- Maintenance and replacement needs for major facility systems.

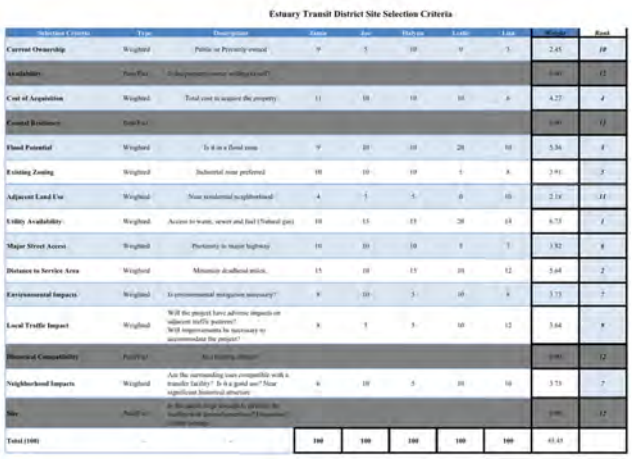
The output of this task will be a facility program that defines what the next generation facility must do before determining where and how it should be built. This program will become the basis for site evaluation, test fits, conceptual facility planning, cost estimating, benefit-cost analysis, and implementation recommendations.

Site Selection and Evaluation Process

As we carry out the Next Generation Transit Facility Plan, Wendel recognizes that site selection must be more than identifying available property. The selected site must support TACC's current operations, future growth, fleet transition, employee needs, funding readiness, and long-term implementation strategy.

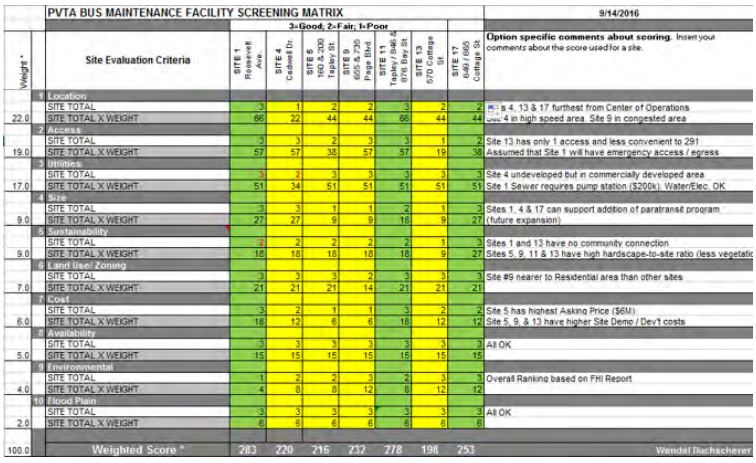
At a minimum, the Wendel Team anticipates evaluating candidate sites using the following criteria:

1. Site size and configuration to accommodate the space program, bus circulation, employee and visitor access, maintenance functions, administrative needs, storage, parking, passenger areas, and growth.
2. Ability to support current and future operations, including maintenance, dispatch, administration, operator support, fleet storage, passenger interface, service access, and safe internal circulation.
3. Fleet positioning and future transition to zero-emission or alternative-fuel vehicles, including electric service capacity, charging infrastructure, CNG / diesel operational considerations, fueling resiliency, and long-term utility flexibility.
5. Proximity to riders, employees, contractors, and visitors, including accessibility for staff and the relationship of the site to TACC's operating geography.
6. Relationship to key transit / multimodal centers, including passenger rail, intercity bus, fixed route transfer activity, and future multimodal connectivity.



Estuary Transit District Site Selection Criteria

Selection Criteria	Type	Description	Xmpl	Joe	Harlow	Leslie	Lisa	Weight	Rank
Current Ownership	Weighted	Public or Privately owned	9	5	10	9	5	2.45	10
Availability	Pass/Fail	Is the property/owner willing to sell?						0.00	12
Cost of Acquisition	Weighted	Total cost to acquire the property	11	10	10	10	8	4.27	4
Coastal Resilience	Pass/Fail							0.00	12
Flood Potential	Weighted	Is it in a flood zone	9	10	10	28	10	5.36	8
Existing Zoning	Weighted	Industrial zone preferred	10	10	10	5	8	3.91	5
Adjacent Land Use	Weighted	Near residential neighborhood	4	5	5	0	10	2.18	11
Utility Availability	Weighted	Access to water, sewer and fuel (Natural gas)	10	15	15	28	14	6.73	1
Major Street Access	Weighted	Proximity to major highway	10	10	10	9	7	3.82	9
Distance to Service Area	Weighted	Minimize deadhead miles.	15	10	15	10	12	5.64	2
Environmental Impacts	Weighted	Is environmental mitigation necessary?	9	10	5	10	8	3.73	7
Local Traffic Impact	Weighted	Will the project have adverse impacts on adjacent traffic patterns? Will improvements be necessary to accommodate the project?	8	5	5	10	12	3.64	8
Historical Compatibility	Pass/Fail	Not historic district						0.00	12
Neighborhood Impacts	Weighted	Are the surrounding uses compatible with a transfer facility? Is it a good use? Near significant historical structure	8	10	5	10	10	3.73	7
Size	Pass/Fail	Is the parcel large enough to accomodate the facility with future expansion? Consider zoning.						0.00	12
Total (100)			100	100	100	100	100	41.83	



PVTA BUS MAINTENANCE FACILITY SCREENING MATRIX — 9/14/2016

3=Good, 2=Fair, 1=Poor

Weight *	Site Evaluation Criteria	SITE 1 Robert St Ave	SITE 4 Calhoun Dr.	SITE 5 1601 & 3300 Tekton St.	SITE 9 655 & 735 Page Blvd.	SITE 11 Tapley / 946 & 876 Bay St.	SITE 13 570 College St.	SITE 17 649 / 665 Cottage St.	Option specific comments about scoring. Insert your comments about the score used for a site.
	1 Location								
	SITE TOTAL	3	1	2	2	3	2	2	Is 4, 13 & 17 furthest from Center of Operations
22.0	SITE TOTAL X WEIGHT	66	22	44	44	66	44	44	Site 4 in high speed area. Site 9 in congested area
	2 Access								
	SITE TOTAL	3	3	2	3	3	1	2	Site 13 has only 1 access and less convenient to 291
19.0	SITE TOTAL X WEIGHT	57	57	38	57	57	19	38	Assumed that Site 1 will have emergency access / egress
	3 Utilities								
	SITE TOTAL	3	2	3	3	3	3	3	Site 4 undeveloped but in commercially developed area
17.0	SITE TOTAL X WEIGHT	51	34	51	51	51	51	51	Site 1 Sewer requires pump station ($200k). Water/Elec. OK
	4 Size								
	SITE TOTAL	3	3	1	1	2	1	3	Sites 1, 4 & 17 can support addition of paratransit program
9.0	SITE TOTAL X WEIGHT	27	27	9	9	18	9	27	(future expansion)
	5 Sustainability								
	SITE TOTAL	1	2	2	2	2	1	3	Sites 1 and 13 have no community connection
9.0	SITE TOTAL X WEIGHT	18	18	18	18	18	9	27	Sites 5, 9, 11 & 13 have high hardscape-to-site ratio (less vegetatic
	6 Land Use/ Zoning								
	SITE TOTAL	3	3	3	2	3	3	3	Site #9 nearer to Residential area than other sites
7.0	SITE TOTAL X WEIGHT	21	21	21	14	21	21	21	
	7 Cost								
	SITE TOTAL	3	2	1	1	3	2	2	Site 5 has highest Asking Price ($6M)
6.0	SITE TOTAL X WEIGHT	18	12	6	6	18	12	12	Site 5, 9, & 13 have higher Site Demo / Dev't costs
	8 Availability								
	SITE TOTAL	3	3	3	3	3	3	3	All OK
5.0	SITE TOTAL X WEIGHT	15	15	15	15	15	15	15	
	9 Environmental								
	SITE TOTAL	1	2	2	3	2	3	3	Overall Ranking based on FHI Report
4.0	SITE TOTAL X WEIGHT	4	8	8	12	8	12	12	
	10 Flood Plain								
	SITE TOTAL	3	3	3	3	3	3	3	All OK
2.0	SITE TOTAL X WEIGHT	6	6	6	6	6	6	6	
100.0	Weighted Score *	283	220	216	232	278	198	253	Wendel Duchscherer

7. Suitability for a main facility in Battle Creek and potential satellite function closer to Albion/Marshall.
8. Site availability and acquisition feasibility, including current ownership, parcel control, publicly owned property, market availability, and potential complexity of acquisition or transfer.
9. Local regulations, zoning, land use, and approval requirements, including compatibility with surrounding development and anticipated local review processes.
10. Environmental stewardship considerations, including floodplain, wetlands, known hazardous materials, historic resources, cultural assets, threatened and endangered species considerations based on available data, stormwater, and other potential constraints.
11. Equity and community considerations, including proximity to transit-dependent riders, access to employment, public service needs, neighborhood compatibility, and potential impacts to surrounding communities.
12. Potential for community benefit or co-location, including opportunities to coordinate with other public entities, workforce development, mobility services, or complementary community-serving uses.
13. Budget and funding implications, including land acquisition, site development, utility extensions, environmental mitigation, construction cost, operating cost, lifecycle cost, and grant-readiness impacts.
14. Sustainability and lifecycle value, including opportunities related to Energy, Water, Materials, and Equity through Wendel's CORE4 framework.
15. Consistency with TACC's mission, vision, and long-term service goals, including the ability of the site to support a next generation transit facility that is practical, durable, resilient, implementable, and flexible enough to accommodate phased development over time.

The Wendel Team will use these minimum criteria, along with additional criteria developed in concert with TACC staff and stakeholders, to create a site selection scoring matrix. TACC may determine that certain criteria should carry more importance than others. For example, access to major service corridors, utility capacity for future fleet transition, proximity to multimodal centers, acquisition feasibility, or ability to support a satellite facility strategy may be more important than other factors depending on the final project priorities.

Wendel will work with TACC to develop a weighted matrix, so the criteria used for screening potential sites are evaluated according to their overall importance to the project. The final matrix will be used with TACC stakeholders to score and compare candidate sites, identify a shortlist of viable alternatives, and ultimately recommend a preferred site or preferred facility strategy.

Preliminary Fatal Flaw and Environmental Stewardship Review

Before a site advances too far in the evaluation process, the Wendel Team will perform a planning-level fatal flaw review to identify potential issues that could hinder, significantly increase the cost of, or complicate future development. This review will be consistent with the project's environmental stewardship objectives and will help TACC understand potential site constraints before making a preferred site recommendation.

This preliminary review will rely on readily available local, state, and federal information sources, GIS data, mapping, public records, and available site information. The intent is not to complete formal environmental documentation as part of this planning study, but to help identify issues that could affect future cost, schedule, acquisition, funding readiness, or implementation.

The screening will consider items such as:

- Known environmental contamination or hazardous material concerns.
- Floodplain, wetland, or stormwater constraints.
- Known historic, cultural, or sensitive environmental resources.
- Threatened or endangered species considerations based on readily available data.
- Surrounding land use compatibility.
- Utility or infrastructure constraints.
- Access limitations.
- Acquisition or ownership complications.
- Zoning or local approval challenges.
- Community and neighborhood impacts.
- Environmental stewardship opportunities.
- Other conditions that could create significant cost, schedule, permitting, or implementation risk.

The results of this review will be incorporated into the site selection scoring matrix and used to help TACC compare candidate sites on a consistent basis. This approach allows environmental stewardship and implementation risk to be considered early, without overstating the scope as formal environmental approval work.

Initial "Fatal Flaw" Assessment Chart

CRITERIA	Site 1	Site 2	Site 3	Site 4	Site 5	Site 6	Site 7	Site 8	Site 9	Site 10	Site 11	Site 12	Site 13	Site 14	Site 15	Site 16
Conclusion (Short-List?):	YES	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	NO	YES	NO	NO	NO
Availability		X	X				X	X		X	X					
Location:												X		X	X	X
Access						X										
Size	33.6	15.5	11.0	18.1	10.2	13.5	8.8	12.9	12.8	~8 - 9	13.4	18.7	9.3	10.2	18.7	9.5
Utilities																
Sustainability																
Land Use/ Zoning																
Cost (Asking Price)																
Environmental																
Flood Plain																

= Fatal Flaw
= Size OK for Fixed Route + Paratransit Space Program (≥ 14.5 Acres)
= Size OK for Fixed Route Space Program Only (≥ 8.2 Acres)

D. Darnell
Wendel Duchscherer

Fatal Flaw Notes:

Site 2: Unavailable – Unbuilt Church in Springfield Land Court. Case is still pending based on their outcome of receiving financing to complete the project.
Site 3: Unavailable – For sale in the mid $2m's. However, there are large tenants in place w/ term and options left. Buyouts would be expensive if even possible.
Site 6: Access – Avocado St. is only access point. Signal at Avocado / Route 20 would require significant improvements. MassDOT railroad overpass may need to be wi
Site 7: Unavailable – Property recently sold and owners looking to lease.
Site 8: Unavailable
Site 10: Unavailable – RoadSafe leases a portion of the property and are not willing to relocate.
Site 11: Unavailable – Under contract and is expected to close shortly.
Site 12: Located in middle of residential area.
Site 14: Located in West Springfield – to access Springfield would need to cross Memorial bridge, travelling through 2 rotaries.
Site 15: Located in Holyoke
Site 16: Located in Chicopee



Operational Validation and Test Fits

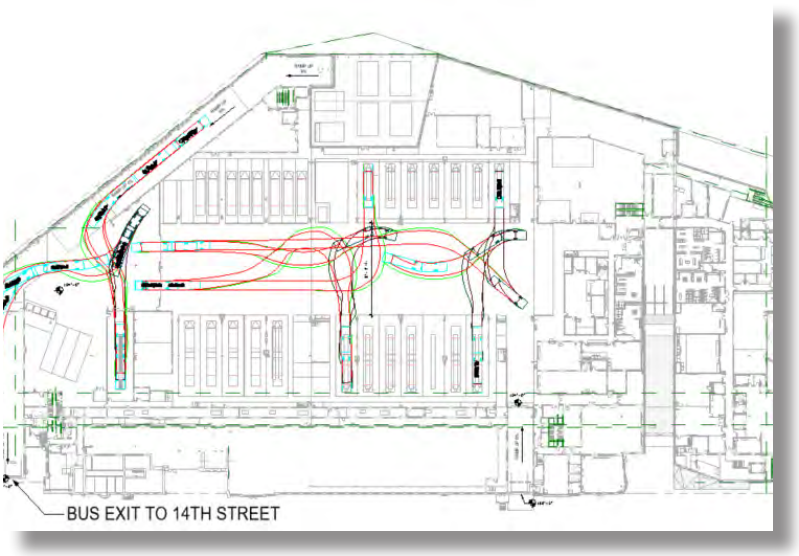
Before any site is recommended, the Wendel Team will verify that the location meets TACC's minimum operational requirements. The site must support the facility program, safe and efficient vehicle circulation, bus parking, employee and visitor access, maintenance operations, administrative needs, utility infrastructure, resilient fueling infrastructure, and future expansion.

For the shortlisted sites, Wendel will prepare planning-level test fits to confirm whether each site can practically support the proposed facility program. These test fits will be derived from the space program and operational needs developed during Immersion, as well as from the facility needs assessment.

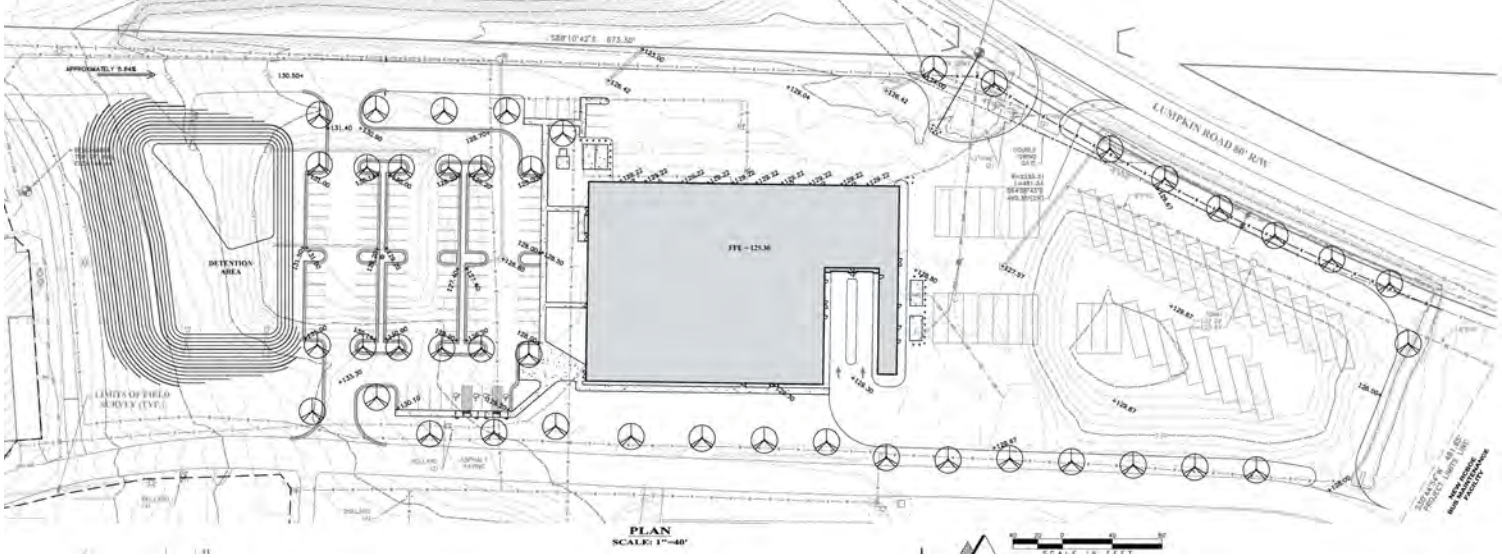
The test fits will evaluate:

- Bus circulation and turning movements.
- Maintenance access and service flow.
- Fleet storage and parking layout.
- Employee, visitor, passenger, and contractor access.
- Service vehicle access.
- Site ingress and egress.
- Utility and charging infrastructure locations.
- Fueling infrastructure considerations.
- Potential expansion areas.
- Stormwater and site development constraints.
- Safety and separation between buses, pedestrians, staff, and visitors.
- Opportunities for co-location, community interface, or complementary public uses.
- Potential satellite facility limitations or opportunities.

The purpose of the test fits is to make certain the site works operationally before it is scored as a viable alternative. A site that appears attractive from a property standpoint may not be appropriate if it creates inefficient bus movements, increases operating costs, limits fleet transition, creates safety concerns, or restricts future growth.







Conceptual Facility & Operational Planning

The conceptual facility and site design phase will translate the operational goals, facility programming, stakeholder input, site evaluation findings, and sustainability considerations developed during the Immersion process into practical and visually understandable planning concepts for TACC's review and evaluation.

The Wendel Team believes successful conceptual planning begins with a strong understanding of how TACC functions operationally on a day-to-day basis and how those operations may evolve over the next 10 and 30 years. For TACC, this planning effort will focus on validating the functional requirements of a next generation transit facility, including administration, dispatch, operations, maintenance, fleet storage, employee support spaces, visitor access, passenger interface, site circulation, vehicle movements, utility needs, resilient fueling infrastructure, and future fleet transition requirements.

Conceptual planning will build from the facility needs assessment and site selection process. For each viable site or preferred facility strategy, Wendel will test how the facility program can be organized on the site and how key operational relationships can be accommodated. This will include consideration of bus circulation, employee and visitor access, maintenance workflow, administration and dispatch functions, fleet storage, parking, future expansion, alternative fuel readiness, multimodal connectivity, and potential satellite facility needs.

The conceptual alternatives will help TACC evaluate:

- Operational functionality and efficiency.
- Site circulation, access, and vehicle movements.
- Maintenance operations and fleet support.
- Administration, dispatch, and employee support spaces.
- Bus storage, parking, and service access.
- Future fleet transition needs, including EV / CNG readiness.
- Multimodal connectivity, including passenger rail and intercity bus considerations.
- Satellite facility needs and functional ability.
- Future expansion flexibility.
- Sustainability and environmental stewardship opportunities.
- Community and neighborhood compatibility.
- Safety, security, emergency preparedness, and continuity of operations.
- Preliminary cost and funding implications.
- Long-term lifecycle performance and maintainability.

The objective is not to over-design the future facility during the planning study, but to provide enough conceptual detail to support TACC's decision-making, funding readiness, benefit-cost analysis, site strategy, and next steps. The concepts will provide a practical and informed basis for selecting a preferred direction while establishing a strong foundation for future design phases, grant applications, property acquisition, and implementation planning.

Financial Plan, Benefit-Cost Analysis, and Grant Readiness

Wendel will develop planning-level cost information tied directly to the site selection and conceptual planning process. Rather than treating cost as a separate exercise, we will connect cost considerations to operational efficiency, site development requirements, utility needs, environmental constraints, building program, fueling infrastructure, lifecycle maintenance, and implementation phasing.

Cost considerations may include:

- Land acquisition or site control.
- Site preparation and development.
- Utility extensions or upgrades.
- Building construction.
- Maintenance and operations equipment.
- Fueling and charging infrastructure.
- Power storage or resiliency-related systems.
- Parking and site circulation improvements.
- Stormwater and environmental stewardship measures.
- Satellite facility needs.
- Major systems replacement and maintenance schedules.
- Phasing and annual cash flow requirements.



Because the final plan is intended to support future Federal Transit Administration (FTA) grant applications, Wendel will prepare a funding-readiness strategy that helps TACC understand the relationship between project need, preferred site, capital cost, operating cost, benefit-cost considerations, potential funding sources, phasing, and implementation steps.

Wendel has significant experience assisting transit agencies with grant applications, including project descriptions, policy priorities, demonstration of need and benefits, coordination with local and regional priorities, local commitment, implementation strategies, technical, legal and financial capacity, project timeline, budget, phasing, scalability, and matching funds availability. The financial plan will help TACC understand not only what the project may cost, but how the project can be positioned for future funding opportunities.



Plan Development and Board Presentation

Wendel will prepare a clear, organized, and accessible final plan that documents the full planning process and provides TACC with a practical roadmap for next steps. The plan will be developed as a working document that can support internal decision-making, Board review, grant readiness, property acquisition strategy, and future design phases.

Wendel's final plan will organize the required information into a decision-making tool that explains the basis for the recommendations and the path forward. The final plan will include:

- Summary of project purpose and planning process.
- Existing conditions and operational findings.
- 10-year and 30-year facility needs assessment.
- Facility program and functional requirements.
- Site selection criteria and scoring methodology.
- Candidate site review, pros, cons, risks, and adaptation strategies.
- Preferred site or preferred facility strategy recommendation.
- Planning-level test fits and conceptual facility / site plans.
- Sustainability and resiliency considerations.
- Staff, stakeholder, and public feedback summary.
- Cost estimates and lifecycle considerations.
- Benefit-cost analysis support.
- Financial plan and potential funding sources.
- Phasing, cash flow, and implementation roadmap.
- Recommended next steps for acquisition, due diligence, design, funding, and construction.

Wendel will prepare plan materials and presentation exhibits that clearly communicate the "why" behind the recommendations: why the facility is needed, why the preferred site or strategy was selected, how the conceptual facility supports TACC operations, what the cost and funding implications are, and what steps are necessary to move from planning to implementation.

Role of RouteSprout

RouteSprout, led by Boris Palchik, will support the Wendel Team in a limited advisory role focused on continuity, context, and targeted planning insight drawn from prior Battle Creek and Calhoun County transit planning efforts. This role is intentionally focused and will support Wendel's overall project approach without duplicating Wendel's core responsibility for project management, facility planning, site selection, conceptual design, cost strategy, funding readiness, benefit-cost analysis, and final plan development.

RouteSprout's involvement will help the team efficiently understand prior planning context, local service considerations, and historical background while allowing Wendel to lead the technical facility planning, site evaluation, and implementation roadmap effort.

Summary of Project Outcomes

The end result of this study will provide TACC with:

- A short-term and long-term facility needs assessment.
- A facility program and operational planning basis.
- A site selection process and screening methodology.
- A weighted site selection scoring matrix.
- Preliminary fatal flaw / environmental stewardship review of candidate sites.
- A ranked shortlist of suitable candidate sites.
- A recommended preferred site or preferred facility strategy.
- Space planning and programming for the recommended facility concept.
- Planning-level test fits and preliminary site / building concepts.
- Preliminary cost implications for the preferred facility strategy.
- A financial plan including benefit-cost analysis support.
- Identification of potential funding sources and grant-readiness considerations.
- Documentation of staff, stakeholder, and public feedback.
- An implementation roadmap identifying next steps for acquisition, due diligence, funding, design, and future construction.
- Final plan materials suitable for TACC staff, project steering committee, public communication, and Board presentation.



The Wendel Team's goal is to help TACC move from planning to action with a facility strategy that is clear, credible, fundable, and implementable. By combining operational Immersion, site selection, conceptual design, sustainability, stakeholder input, cost analysis, benefit-cost framing, and grant-readiness planning into one integrated process, Wendel will help TACC establish a next generation facility roadmap that supports the agency, its employees, its riders, and the communities it serves throughout Calhoun County.

3.
Project Schedule



Schedule Management

The Wendel Team understands that this project must be completed by the end of 2026 and that the schedule will require disciplined project management, timely decision-making, and efficient use of TACC staff time.

Wendel will manage the schedule proactively through regular progress meetings, action item tracking, decision logs, and focused milestone reviews.

The proposed schedule intentionally overlaps certain tasks to maintain momentum. For example, facility needs assessment will begin while Immersion findings are being confirmed; site criteria development will begin before the full site inventory is complete; conceptual planning will begin as the shortlist of sites is refined; and financial planning will begin as conceptual alternatives and cost drivers become clear. This overlapping approach allows the team to meet the required completion date without waiting for each task to fully conclude before beginning the next.

Throughout the study, Wendel will identify decisions needed from TACC in advance, provide clear review materials, and document direction received. This will help avoid delays, maintain alignment among TACC staff and the consultant team, and support completion of a final plan that can be used for future grant readiness, acquisition planning, design, and implementation.

Work Plan, Deliverables, and Cost Proposal Alignment

The Wendel Team has organized the work plan to align directly with TACC's requested project tasks and the cost proposal structure. This alignment is intentional. It allows TACC to clearly understand what work will be completed under each task, how each task supports the next phase of the study, what deliverables will be produced, and how the project will remain on schedule through completion.

The proposed work plan begins immediately following anticipated contract award and is structured to complete all work by December 31, 2026. The schedule recognizes that the Next Generation Transit Facility Plan must move efficiently from project startup and Immersion into facility needs assessment, site selection, conceptual planning, financial analysis, benefit-cost support, draft plan development, and final Board presentation.

Rather than treating each task as a separate standalone activity, Wendel will manage the work as an integrated planning process. Operational findings will inform the facility needs assessment. Facility needs will inform site selection criteria. Site selection results will inform conceptual test fits. Conceptual planning will inform cost estimates, benefit-cost analysis, and the financial plan. The final plan will then bring these elements together into a practical implementation roadmap for TACC.

Task-by-Task Work Plan

Task	Primary Activities	Key Deliverables / Outputs
Task 1 – Project Initiation, Management, and Immersion	Project kickoff, project management plan, communication protocols, data request, schedule confirmation, progress meetings, Immersion preparation, onsite Immersion, stakeholder/staff working sessions, coordination with RouteSprout.	Project Management Plan, project schedule, data request list, meeting notes, Immersion agenda, Immersion summary, action item / decision log, progress updates.
Task 2 – Define Facility Needs	Confirm existing conditions, review current operations, conduct staff and user group interviews, evaluate fleet and maintenance needs, review administration / dispatch / operations requirements, assess employee and operator support needs, evaluate 10-year and 30-year facility requirements, consider main facility and satellite facility needs, integrate CORE4 sustainability discussions.	Facility Needs Assessment, 10-year and 30-year facility requirements, operational requirements program, space program, main facility / satellite facility planning assumptions, sustainability opportunities summary.
Task 3 – Identify Potential Sites	Define geographic and operational priorities, identify potential sites, evaluate publicly owned / vacant / underutilized parcels, develop site selection criteria, prepare weighted scoring matrix, evaluate access, deadhead, fleet movement, employee access, utility capacity, environmental stewardship, acquisition feasibility, resiliency, phasing potential, and consistency with TACC's mission and long-term service goals.	Site inventory, site selection criteria, weighted scoring matrix, preliminary pros / cons by site, fatal flaw / environmental stewardship review, shortlist of candidate sites, identification of preferred site or preferred facility strategy.
Task 4 – Conceptual Facility and Site Design	Prepare planning-level test fits for shortlisted sites, evaluate operations, maintenance, administration, dispatch, fleet storage, operator support, controlled site access, secure circulation, fueling / charging infrastructure, future expansion, phasing, utility needs, resiliency, and maintainability. Incorporate staff, stakeholder, and public feedback into conceptual facility alternatives.	Conceptual site layouts, operational test fits, preliminary building / site concepts, phasing considerations, site circulation diagrams, fleet and maintenance planning assumptions, conceptual design exhibits for review.
Task 5 – Financial Plan, Benefit-Cost Analysis, and Grant Readiness	Prepare planning-level cost estimates for top facility sites, evaluate major cost drivers, identify maintenance and replacement considerations for major systems, develop phasing and cash flow assumptions, identify potential funding sources, and prepare benefit-cost analysis support consistent with future BUILD / RAISE grant readiness.	Planning-level cost estimates, lifecycle / maintenance considerations, funding plan, potential funding sources, benefit-cost analysis support, phasing and cash flow strategy, grant-readiness narrative inputs.
Task 6 – Plan Development and Board Presentation	Compile findings and recommendations into a working plan, circulate draft materials for TACC staff and project steering committee review, revise based on comments, prepare Board presentation materials, and finalize the plan in an accessible format suitable for TACC use and public sharing.	Draft working paper, final Next Generation Transit Facility Plan, implementation roadmap, Board presentation, accessible final document, recommended next steps for acquisition, due diligence, funding, design, and construction.

Proposed Project Schedule

Task	Start	Finish	Duration / Timing
Task 1 – Project Initiation, Management, and Immersion	Aug. 17, 2026	Sept. 4, 2026	3 weeks
Task 2 – Define Facility Needs	Aug. 24, 2026	Sept. 25, 2026	5 weeks
Task 3 – Identify Potential Sites	Sept. 14, 2026	Oct. 23, 2026	6 weeks
Task 4 – Conceptual Facility and Site Design	Oct. 12, 2026	Nov. 13, 2026	5 weeks
Task 5 – Financial Plan, Benefit-Cost Analysis, and Grant Readiness	Nov. 2, 2026	Dec. 4, 2026	5 weeks
Task 6 – Plan Development and Board Presentation	Nov. 23, 2026	Dec. 31, 2026	6 weeks

Key Project Milestones

Milestone	Suggested Date
Contract Award / Notice to Proceed Assumption	Aug. 15, 2026
Project Kickoff Meeting	Week of Aug. 17, 2026
Data Request / Existing Document Review Begins	Aug. 17, 2026
Immersion Sessions	Week of Aug. 31, 2026
Facility Needs / Space Program Draft	Sept. 25, 2026
Site Criteria and Scoring Matrix Draft	Sept. 25, 2026
Candidate Site Screening / Shortlist	Oct. 9, 2026
Preferred Site / Facility Strategy Direction	Oct. 23, 2026
Conceptual Test Fits / Facility Concepts	Nov. 13, 2026
Cost Estimates / Financial Plan Draft	Dec. 4, 2026
Draft Working Paper for TACC / Steering Committee Review	Dec. 11, 2026
Board Presentation Materials	Week of Dec. 14, 2026
Final Plan / Accessible Document	Dec. 31, 2026

4.
Required Forms/Insurance Certification

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

Clear Form

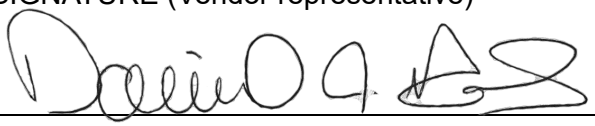
Michigan Department
of Transportation
3139 (02/2026)

CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

As required by Federal Transit Administration Circular FTA C 4220.1G Third Party Contracting Guidance, January 17, 2025, and all subsequent editions, as available on FTA's website, www.fta.dot.gov.

To be used for all procurements over $15,000 if the federal contract clauses are not included in a third-party contract. Not required for Requests for Quotes (a.k.a small purchases) for items purchased off-the-shelf.
* Third-party contracts are required for procurements of $100,000 or more.

Wendel Architecture, PC (Vendor Name) acknowledges receipt of the attached contract clauses and certifies compliance with all federal requirements for Next Generation Transit Facility Plan (Product Description) being purchased by Transportation Authority of Calhoun County (TACC) (Transit Agency) under project authorization (RFP) #03-2026 (Authorization Number).

VENDOR REPRESENTATIVE	TITLE
Daniel J. Hurley	Chief Financial Officer
SIGNATURE (Vendor representative) 	DATE June 29, 2026

* "Off-the-shelf item" means an item produced and placed in stock by a contractor, or stocked by a distributor, before receiving orders or contracts for its sale, Federal Acquisition Regulation (FAR) 46.101, issued October 2025. Payment request letters should say when items are procured off-the-shelf. Suggested language is "These tires are off-the-shelf items purchased from Company A Tire who had the tires in stock." or "These tires are off-the-shelf items purchased from Company A Tire, who obtained them from Company B Wholesaling, who had the tires in stock."

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other Third-Party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must 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 the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act ", 49 CFR part 21 and any implementing requirement FTA may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to
   a) Nondiscrimination in in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

   b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964", 49 CFR part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance", 49 CFR part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975", as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance", 45 CFR part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act”, 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance”, 45 CFR part 90, 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.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 12511387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

1. 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.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1. 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.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture.

Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR part 613 and 621).

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 CFR part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 CFR § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor 49 CFR § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 CFR § 26.53(f) (1).

DEBARMENT AND SUSPENSION
Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 CFR §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension". SAM Exclusions 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. The Recipient agrees to include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third-Party Participant:

1. Complies with federal debarment and suspension requirements; and
2. Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR part 1200

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 (42 U.S.C.§ 6201).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. The contractor certifies that it:
   a) Does not have any 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; and

   b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

2. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

FLY AMERICA

a) Definitions. As used in this clause -
   1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
   2) “United States” means the 50 States, the District of Columbia, and outlying areas.
   3) “U.S.-Flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-Flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-Flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-Flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-Flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
   Statement of Unavailability of U.S.-Flag Air Carriers
   International air transportation of persons (and their personal effects) or property by U.S.-Flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403 (State reasons).

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract.

The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to 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.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

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 sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 CFR §§ 180.220 and 1200.220.

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

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

3. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the 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 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.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA 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.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, nonexclusive 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 below. 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.
    a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
    b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract 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 the 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 this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees 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 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. The Contractor shall not 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.
4. 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.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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 CFR 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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed as a 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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   1. Procure or obtain covered telecommunications equipment or services;
   2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
   3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

b) As described in section 889 of Public Law 115232, “covered telecommunications equipment or services” means any of the following:
   1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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

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

c) For the purpose of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

d) In implementing the prohibition under section 889 of Public Law 115232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

e) When the recipient or subrecipient accepts a loan or grant, it is certified that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expanded on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

f) For additional information, see section 889 of Public Law 115232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
   1. Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or
   2. An award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
   1. A Federal contract, grant, or cooperative agreement exceeding $100,000; or
   2. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
1. A subcontract exceeding $100,000 at any tier under a Federal contract;
2. A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;
3. A contract or subcontract exceeding $100,000 at any tier under a federal loan exceeding $150,000; or,
4. A contract or subcontract exceeding $100,000 at any tier under a federal cooperative agreement. Shall file a certification, and a disclosure form, if required, to the next tier above.

e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to December 23, 1989, effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart (b) or (c).

SAFE OPERATION OF MOTOR VEHICLES

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 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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

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 (DOT) 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.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a) To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
   1. The Identification of FTA as the federal agency providing federal assistance for a State Program or Project;
   2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
   3. The amount of federal assistance FTA has provided for a State Program or Project.

b) Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same and dispose of it in the manner Agency directs.

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 Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only 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 Agency 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 Agency, 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.

Opportunity to Cure (General Provision)

The Agency, 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 cases, the Notice of Termination will state the time period in which a cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach

or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit the Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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 Agency may terminate this contract for default. The Agency 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 Agency.

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 Agency may terminate this contract for default. The Agency 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 Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency 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 Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure 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 provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete 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 Agency 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 Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of the Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of the Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. 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 Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract as a whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency 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 Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's 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 Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. 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 Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency 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 Agency 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 Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency 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 Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract is 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Clear Form

FEDERAL CERTIFICATIONS
CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Daniel J. Hurley hereby certify Daniel J. Hurley, Chief Financial Officer
(Name and Title of official)

On behalf of Wendel Architecture, PC that:
(Name of Bidder/Company Name)

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

NAME OF BIDDER/COMPANY NAME Wendel Architecture, PC	
TYPE OR PRINT NAME Daniel J. Hurley, Chief Financial Officer	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE June 29, 2026

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors 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 (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment”, 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”, 2 CFR part 180,

2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
   a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
      1. Debarred,
      2. Suspended,
      3. Proposed for debarment,
      4. Declared ineligible,
      5. Voluntarily excluded, or
      6. Disqualified,

   b. Its management has not within a three-year period preceding its latest application or proposal, been convicted of or had a civil judgment rendered against any of them for:
      1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
      2. Violation of any Federal or State antitrust statute, or,
      3. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making any false statement, or receiving stolen property,

   c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

   d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

3. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,
   a. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
      1. Equals or exceeds $25,000,
      2. Is for audit services, or,
      3. Requires the consent of a federal official, and

   b. It will require that each covered lower tier contractor and subcontractor:
      1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
   a. Debarred from participation in its federally funded Project,
   b. Suspended from participation in its federally funded Project,
   c. Proposed for debarment from participation in its federally funded Project,
   d. Declared ineligible to participate in its federally funded Project,
   e. Voluntarily excluded from participation in its federally funded Project, or
   f. Disqualified from participation in its federally funded Project, and

4. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

CERTIFICATION

CONTRACTOR Wendel Architecture, PC	
SIGNATURE OF AUTHORIZED OFFICIAL 	DATE June 29, 2026
NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL Daniel J. Hurley, Chief Financial Officer	

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2026

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

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

PRODUCER	CONTACT NAME: Matthew Mullard	
Brown & Brown Insurance Services, Inc. 500 Victory Rd Marina Bay North Quincy MA 02171	PHONE (A/C, No, Ext): (781) 245-5400	FAX (A/C, No): (781) 245-5463
	E-MAIL ADDRESS: matt.mullard@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Wendel Architecture P.C. 375 Essjay Road, Suite 200 Williamsville NY 14221	INSURER A : The Travelers Indemnity Company of America	25666
	INSURER B : The Charter Oak Fire Insurance Company	25615
	INSURER C : The Travelers Indemnity Company	25658
	INSURER D : Travelers Casualty Insurance Company of America	19046
	INSURER E : XL Specialty Insurance Company	37885
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2026 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	6800J41612A	04/13/2026	04/13/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BA5R577993	04/13/2026	04/13/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000	Y	Y	CUP8818Y486	04/13/2026	04/13/2027	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB2K985587	04/13/2026	04/13/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Prof Liability Pollution Liability			DPR5052146	12/31/2025	12/31/2026	Per Claim Aggregate	5,000,000 5,000,000

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

Wendel Project #TBD – RFP#03-2026 - for the replacement of existing TACC Operations, Maintenance, and administrative facilities
The Transportation Authority of Calhoun County (TACC) and all others required are included as additional insured on a primary non-contributory basis to the extent allowed on the blanket additional insured endorsements included on the above listed policies. Includes 30-day notice of cancellation & waiver of subrogation.

CERTIFICATE HOLDER

The Transportation Authority of Calhoun County (TACC)
339 W. Michigan Ave.
Battle Creek MI 49037

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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5.
Cost Proposal

APPENDIX B - COST PROPOSAL

Next Generation Transt Facility Plan

Transit Authority of Calhoun County (TACC)

Name Function	Task 1 Project Initiation, Kickoff & Immersion	Task 2 Define Facility Need Facility Program	Task 3 Identify Potential Sites Site Selection	Task 4 Conceptual Facility Site Design	Task 5 Financial Plan Benefit Cost Analysis	Task 6 Plan Development Board Presentation	Hours	Hourly Rate	Cost
Ronald Reekes, Principal-In-Charge	8	10	12	8	8	8	54	$ 315.29	$ 17,026
Scott R. Neal, AIA, NCARB, LEED AP	30	16	24	16	16	16	118	$ 305.12	$ 36,004
Elizabeth Colvin - Project Manager	30	8	20	12	12	10	92	$ 197.07	$ 18,130
Architectural Designer	24	10	12	40	0	6	92	$ 116.79	$ 10,745
Christopher Osterhoudt, RA, LEED AP BD+C	6	0	0	16	12	8	42	$ 169.32	$ 7,111
Administrative Assistant	6	4	4	4	6	8	32	$ 96.36	$ 3,084
Katie Cox - GIS Analyst	6	0	10	10	0	0	26	$ 116.79	$ 3,037
Mike Galley - Cost Estimating	0	0	0	0	32	8	40	$ 232.10	$ 9,284
Chris Chapman - Civil Engineer	24	2	16	16	12	12	82	$ 245.22	$ 20,108
Boris Palchik - RouteSprout	24	0	16	0	16	16	72	$ 140.00	$ 10,080
Total - Hours / Labor	**158**	**50**	**114**	**122**	**114**	**92**	**650**	**-**	**134,608**
Total Labor Cost By Task	**$ 31,931**	**$ 11,655**	**$ 24,166**	**$ 22,627**	**$ 24,989**	**$ 19,241**	**$134,608**		

FAR (Overhead Rate 1.76) / Profit Rate 10%

Labor Summary	Direct Rate	Overhead	Profit	Total Hourly
Ronald Reekes, Principal-In-Charge	$ 103.85	$ 182.78	$ 28.66	$ 315.29
Scott R. Neal, AIA, NCARB, LEED AP	$ 100.50	$ 176.88	$ 27.74	$ 305.12
Elizabeth Colvin - Project Manager	$ 64.91	$ 114.24	$ 17.92	$ 197.07
Architectural Designer	$ 38.47	$ 67.71	$ 10.62	$ 116.79
Christopher Osterhoudt, RA, LEED AP BD+C	$ 55.77	$ 98.16	$ 15.39	$ 169.32
Administrative Assistant	$ 31.74	$ 55.86	$ 8.76	$ 96.36
Katie Cox - GIS Analyst	$ 38.47	$ 67.71	$ 10.62	$ 116.79
Mike Galley - Cost Estimating	$ 76.45	$ 134.55	$ 21.10	$ 232.10
Chris Chapman - Civil Engineer	$ 80.77	$ 142.16	$ 22.29	$ 245.22
SubConsultant - Boris Palchik, RouteSprout	$ 140.00	n.a.	n.a.	$ 140.00

Other Direct Costs	
Air Travel, Lodging, Car Rental, Per Diem, Other Direct	$ 12,000
Total	**$ 12,000**

Total Cost Proposal	**$ 146,608**

Note: This Fee does not include an FTA approved site selection process.

TOTAL HOURS: 650

TOTAL COST: $146,608.00

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

AUTHORIZED REPRESENTATIVE TITLE: Daniel J. Hurley, Chief Financial Officer

DATE: June 30, 2026

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TRANSPORTATION AUTHORITY OF CALHOUN COUNTY
BOARD OF DIRECTORS

Resolution 29-2026

At the regular Board of Directors meeting of the Transportation Authority of Calhoun County (TACC), held at Ride Calhoun Administrative Offices, located at 49 South Cass St., Battle Creek, MI 49037, on Wednesday, August 12, 2026, with Board Chair Erick Stewart presiding, the following action was taken:

Whereas, The Transportation Authority of Calhoun County (TACC), has employees rendering valuable services; and

Whereas, the establishment of a deferred compensation plan for such employees serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

Whereas, the TACC has determined that the establishment of a deferred compensation plan to be administered by MissionSquare Retirement serves the above objectives; and

Whereas, the TACC desires that its deferred compensation plan be administered by MissionSquare Retirement, and that some or all of the funds held under such plan be invested in VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans;

Now, Therefore, be it resolved, that the TACC hereby adopts the deferred compensation plan (the "Plan") in the form of the MissionSquare Retirement Deferred Compensation Plan and Trust.

Be it further resolved, that the attached addendum includes and reflects employer paid contributions and provisions provided under the Plan.

Be it further resolved, that the TACC hereby adopts the Declaration of Trust of VantageTrust Company dated May 2001, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the trust created by such Declaration of Trust (the "VantageTrust") that provides for the commingled investment of retirement funds.

Be it further resolved that the assets of the Plan shall be held in trust, with the Employer serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

Be it further resolved that the TACC hereby agrees to serve as trustee under the Plan.

Be it further resolved that the Executive Director shall be the coordinator for this program; shall receive necessary reports, notices, etc. from MissionSquare Retirement or VantageTrust; shall cast, on behalf of the TACC, any required votes under VantageTrust; Administrative duties to carry out the plan may be assigned to the appropriate departments and is authorized to execute all necessary agreements with MissionSquare Retirement incidental to the administration of the Plan.

CERTIFICATE

I, Vivian Davis, Secretary of the Transportation Authority of Calhoun County, having custody of the records and proceedings of the Transportation Authority of Calhoun County at the meeting of August 12, 2026, with the original minutes now on file and of record in the office that this resolution is true and correct.

Ayes:

Nays:

Absent:

_____ _____

Signature Printed Name

_____ _____

Title Date

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY
BOARD OF DIRECTORS

Addendum to Resolution 29-2026 Plan Documents

The Transportation Authority of Calhoun County (TACC) adopts and approves employer paid contributions to the Plan as provided below:

- Amalgamated Transit Union, Local No. 1251, AFL-CIO
    - Pursuant to the Collective Bargaining Agreement (CBA) effective July 1, 2026 through September 30, 2029:
        - Employees are eligible to contribute to a 457 plan within limits set by law. For every percent that an employee contributes the TACC will provide a matching contribution not to exceed 5%. Employees must contribute a minimum of 1%. Contributions are made and deducted from the employee's gross pay each pay period other than amounts included as a reimbursement.

- Non-Represented Employees
    - Non-represented employees are eligible to contribute to a 457 plan within limits set by law. TACC will provide employer contributions according to the following tiered formula:
        - First tier match: the TACC shall contribute a matching amount equal to one hundred percent (100%) of the elective deferrals made by all eligible participants, up to the first three percent (3%) of the participant's includable compensation.

        - Second tier match: the TACC shall contribute an additional matching amount equal to fifty percent (50%) of the elective deferrals made by an eligible participant on the next four percent (4%) of the participant's includible compensation (deferrals from 3.01% through 7%).

        - Maximum employer match: In no event shall the total matching contribution paid by the TACC exceed five percent (5.0%) of an eligible participant's annual includible compensation.

In accordance with Internal Revenue Code Section 457(b), the sum of a participant's individual elective deferrals and the Employer's matching contributions shall not exceed the statutory annual contribution limits set forth by the Internal Revenue Service. If a participant's combined contributions approach the annual threshold, individual elective deferrals will be adjusted downward automatically to prevent an over-contribution.

Transportation Authority of Calhoun County
FY27 LBO Percentage: 33.1804

Expense Schedule

Code	Description	Urban	Rural	Total
50101	Operators Salaries & Wages	$ 1,724,496	$ 1,116,051	$ 2,840,546
50102	Other Salaries & Wages	$ 1,156,061	$ 748,174	$ 1,904,234
50103	Dispatchers' Salaries & Wages	$ 194,997	$ 126,197	$ 321,194
50200	Fringe Benefits	$ 743,923.02	$ 481,448	$ 1,225,371
50210	DC Pensions	$ 172,450	$ 111,605	$ 284,055
50220	DB Pensions	$ 265,893.95	$ 172,080	$ 437,974
50302	Advertising Fees	$ 3,642.60	$ 2,357	$ 6,000
50305	Audit Costs	$ 30,355	$ 19,645	$ 50,000
50399	Other Services	$ 485,073	$ 313,927	$ 799,000
50401	Fuel & Lubricants	$ 303,550	$ 196,450	$ 500,000
50402	Tires & Tubes	$ 60,710	$ 39,290	$ 100,000
50404	Major Purchases	$ 151,775	$ 98,225	$ 250,000
50499	Other Materials & Supplies	$ 450,772	$ 291,728	$ 742,500
50500	Utilities	$ 39,462	$ 25,539	$ 65,000
50603	Liability Insurance	$ 151,775	$ 98,225	$ 250,000
50699	Other Insurance	$ 424,970	$ 275,030	$ 700,000
50700	Taxes & Fees	$ -	$ -	$ -
50902	Travel, Meetings & Training	$ 30,355	$ 19,645	$ 50,000
50903	Association Dues & Subscript.	$ 12,142	$ 7,858	$ 20,000
51200	Operating Leases & Rentals	$ 46,443	$ 30,057	$ 76,500
51300	Depreciation	$ 224,627	$ 145,373	$ 370,000
55007	Ineligible Depreciation	$ (224,627)	$ (145,373)	$ (370,000)
55009	IneligibleAssociation Dues	$ 2,550	$ 1,650	$ 4,200
55010	Other Ineligible Expense	$ 607,100	$ 392,900	$ 1,000,000
	Total Expenses	**$ 7,058,494**	**$ 4,568,081**	**$ 11,626,575**
	Total Eligible Expenses	$ 6,448,844	$ 4,173,531	$ 10,622,375

Revenue Schedule

Code	Description	Urban	Rural	Total
40100	Passenger Fares	$ 375,183	$ 242,809	$ 617,993
41101	State Operating Assistance	$ 2,074,789	$ 1,342,752	$ 3,417,541
41399	5311	$ -	$ 751,236	$ 751,236
40615	Advertising	$ 27,927	$ 18,073	$ 46,000
40799	Other NonTrans Revenue	$ 6,071	$ 3,929	$ 10,000
40910	Local Operating Assistance	$ 2,868,497	$ 1,856,420	$ 4,724,917
41302	Federal Section 5307	$ 2,009,147	$ -	$ 2,009,147
41400	Interest Income	$ 58,282	$ 37,718	$ 96,000
	Total Revenue	**$ 7,419,896**	**$ 4,252,938**	**$ 11,672,834**
NF	New Freedom	$ 139,629.96	$ 90,365.04	$ 229,995.00
5310	Mobility Management	$ 53,121.25	$ 34,378.75	$ 87,500.00
RTAP	Rural Transit Assistance Program	$ -	$ 5,000.00	$ 5,000.00
		$ (361,402)	$ (79,407)	
	Total Federal	$ 3,077,878		
	Total State	$ 3,417,541		
	Total Local	$ 4,724,917		
	Total Farebox	$ 617,993		
	Total Other	$ 152,000		