



Request for Proposals (RFP)

FINANCIAL PLAN DEVELOPMENT FOR 2055 SHEBOYGAN AREA LONG-RANGE TRANSPORTATION PLAN

Issued by:

Bay – Lake Regional Planning Commission

Issue date: 01/30/2026

Due date: 02/20/2026, before 4:00 pm (Central Standard Time)

For more information contact:

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Bay-Lake Regional Planning Commission

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A. GENERAL INFORMATION

1. Introduction

The Bay-Lake Regional Planning Commission (Bay-Lake RPC) is a multi-service agency within Wisconsin that provides a variety of federal, state, and local programs. The Bay-Lake RPC is a public agency established similar to a municipality. We provide a range of planning services to member local governments in northeast Wisconsin, including the counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto, and Sheboygan. Bay-Lake RPC serves as the Metropolitan Planning Organization (MPO) for the Sheboygan Metropolitan Planning Area (MPA). Bay-Lake RPC receives PL funds for the MPO and follows the federal regulations as it relates to the MPO activities within 23 CFR 420 and 450.

The Sheboygan MPA is entirely within Sheboygan County and covers the cities of Sheboygan and Sheboygan Falls, the villages of Howards Grove and Kohler, the town of Sheboygan, and portions of the towns of Herman, Lima, Mosel, Sheboygan Falls, and Wilson. The Sheboygan MPA consists of 31,162 acres and the population within the 10 communities of the MPA was 83,141 in 2023.

Bay-Lake RPC is in the process of developing the year 2055 Long-Range Transportation Plan (LRTP) for the Sheboygan Metropolitan Planning Area (MPA) called the Year 2055 Sheboygan Area Transportation Plan (SATP). The Bay-Lake RPC last performed an update to the SATP in 2023, the plan was called the Year 2050 Sheboygan Area Transportation Plan. The Sheboygan Area is in an air quality non-attainment zone; therefore, the federal regulations require an update to the SATP every 4 years.

The Bay-Lake RPC is seeking a qualified consultant to develop the Financial Plan component of the 2055 SATP. The Bay-Lake RPC will prepare all other components of the 2055 SATP in-house. The selected consultant will work collaboratively with Bay-Lake RPC staff to develop a compliant, defensible, and clearly documented financial plan, including a full fiscal constraint analysis, consistent with federal and state transportation planning requirements.

This procurement is being conducted in accordance with applicable federal and state procurement regulations and MPO policies. The [WisDOT Vendor Guide](#) is followed throughout the process of procurement.

2. Project Purpose, Description and Objectives

The 2055 Sheboygan Area Transportation Plan (SATP) is a strategic plan that will guide the area's transportation priorities, programs, investments, and services over a 30-year planning horizon. The 2055 SATP will reflect the organization's mission to provide safe, efficient, and equitable transportation solutions while continuing to evolve in response to demographic changes, funding challenges, emerging technologies, and regional coordination requirements.

Federal regulations require the SATP to include a financial plan consistent with 23 CFR 450.324(f) that:

- Demonstrates fiscal constraint
- Identifies reasonably expected revenue sources

- Estimates costs for planned projects and programs
- Uses year-of-expenditure (YOE) dollars
- Supports phased implementation
- Demonstrates how the plan can be implemented

The Bay-Lake RPC seeks professional assistance to ensure the financial plan is technically sound, transparent, and fully compliant with Wisconsin Department of Transportation (WisDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA) requirements.

Objectives

- Develop a comprehensive financial plan for the 2055 Sheboygan Area Transportation Plan.
- Demonstrate fiscal constraint over the entire planning horizon
- Identify and document all reasonably expected revenue sources
- Estimate capital, operations, and maintenance costs
- Integrate transit financial needs and coordination
- Provide clear documentation suitable for public review and federal approval
- Build Bay-Lake RPC staff capacity through collaboration and knowledge transfer

3. Scope of Services

Bay-Lake RPC will provide baseline information including the current SATP, TIP, existing project lists, and access to partner agencies. The consultant shall be responsible for developing all forecasting methodologies, financial modeling, fiscal constraint analysis, and documentation.

Proposers may recommend refinements but must address all required elements.

Task 1 – Project Management and Coordination

- Conduct a project kickoff meeting with Bay-Lake RPC staff
- Develop a detailed work plan and schedule
- Provide bi-weekly or monthly progress updates
- Participate in coordination meetings (virtual or in-person)
- Coordinate with Bay-Lake RPC staff to ensure consistency with other SATP elements

Task 2 – Review of Existing Conditions

- Review current SATP, TIP, and related financial documentation
- Review historical funding levels and obligation trends
- Identify relevant federal, state, regional, and local funding programs
- Review FHWA, FTA, and WisDOT guidance related to fiscal constraint
- Coordinate assumptions with WisDOT Northeast Region staff
- Review transit provider financial documents (budgets, TAMP, grant awards)

Task 3 – Revenue Forecasting

Prepare revenue forecasts for the full SATP horizon, including:

a) Federal Funding

- FHWA programs (STBG, NHPP, HSIP, CMAQ, etc.)

- FTA programs (5307, 5339, 5310, etc.)
- Distinguish formula vs discretionary funds
- b) State Funding**
 - Formula and discretionary programs
 - State transit assistance programs
- c) Regional and Local Funding**
 - Property tax
 - Local fees
 - Special assessments
 - Other local sources
- d) Assumptions and Risk**
 - Growth rates
 - Inflation rates (provided by WisDOT)
 - Legislative constraints
 - Revenue volatility
 - Risk factors

Required Elements

- Identify committed vs reasonably expected revenues
- Document historical trends
- Identify local match sources
- Coordinate assumptions with WisDOT and transit provider

Deliverables

- Technical memorandum documenting assumptions
- Annualized revenue tables (Year of Expenditure dollars)
- Baseline and alternative scenarios

Task 4 – Cost Estimation

Develop cost estimates in Year of Expenditure dollars for:

- Highway projects
- Transit capital and operations
- Bike/pedestrian
- System preservation
- Operations and Management costs

Include:

- Unit cost assumptions
- Escalation factors
- Contingencies
- Documentation of sources
- Coordination with WisDOT cost guidance
- State of good repair needs

Task 5 – Fiscal Constraint Analysis

Demonstrate fiscal constraint consistent with 23 CFR 450.324(f) by:

- Preparing a financially constrained program
- Separating illustrative (unfunded) projects
- Using Year of Expenditure dollars
- Demonstrating constraint by time band
 - Short-term (2026–2035)
 - Mid-term (2036–2045)
 - Long-term (2046–2055)
- Showing annual and cumulative balances
- Identifying funding shortfalls
- Developing mitigation strategies
- Conducting sensitivity testing
- Documenting contingency strategies

Deliverables

- Constrained vs unconstrained tables
- Time band summaries
- Fiscal balance charts
- Risk and mitigation summary

Task 6 – Transit Coordination

- Coordinate with City of Sheboygan transit provider
- Incorporate capital and operating projections
- Ensure consistency with:
 - Transit Asset Management Plan (TAMP)
 - FTA grant programs
- Document coordination per 49 U.S.C. 5303
- Identify funding gaps and strategies

Task 7 – Performance-Based Planning

- Demonstrate how financial investments support adopted performance targets
- Coordinate with MPO performance measures
- Document funding alignment with safety, state of good repair, congestion, and emissions goals

Task 8 – Financial Plan Documentation

Prepare a complete Financial Plan chapter including:

- Narrative
- Revenue tables
- Cost tables
- Charts and graphics
- Methodology
- Fiscal constraint demonstration

- Transit financial summary
- Performance linkage

Document shall be suitable for:

- Public review
- Policy and Technical Advisory Committee adoption
- WisDOT/FHWA/FTA review

Task 9 – Capacity Building

- Provide editable financial model
- Train Bay-Lake RPC staff
- Transfer tools and documentation
- Incorporate staff feedback
- Work with staff to include FTA/FHWA and WisDOT feedback

Task 10 – Committee Support as requested

- Attend committee meetings if requested
- Prepare presentation materials if requested

4. Deliverables

- Draft Financial Plan chapter due to the Bay-Lake RPC by October 16, 2026
- Final Financial Plan chapter
- Excel-based financial model
- Technical memorandum
- Staff training documentation

5. Cost and Project Timeline

Please see below the estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the Bay-Lake RPC. In the event that Bay-Lake RPC finds it necessary to change any of the specific dates and times, it will do so by issuing amendments to this RFP. Failure by Bay-Lake RPC to issue amendments to this schedule will not invalidate this selection process.

The total cost of the proposal should not exceed \$34,000.

Event	Date
RFP issuance date	January 30, 2026
Deadline for submission of written questions	February 6, 2026
Proposals due on or before 4:00 pm (local time)	February 20, 2026
Interview date (if needed)	February 26, 2026
Selection date (estimated)	March 4, 2026
Contract start date (estimated)	April 13, 2026
Contract completion before	December 31, 2026

6. Request for Proposal (RFP) Process

The RFP will be publicly advertised and released in compliance with the relevant laws of the State of Wisconsin. The RFP will also include information about the time and location of issuance. Vendors selected to enter into contract for this project are considered subrecipients of federal funding and will need to comply with 2 CFR 200 and 23 CFR 450 and 420.

While reviewing or preparing the proposal, if a proposer comes across any errors, omissions, or ambiguities within the RFP, they are required to notify Bay-Lake RPC in writing or via email before the RFP submission deadline.

7. RFP Inquiries/Questions

All questions/inquiries must be directed to the primary contact in email format with the subject line “Questions- Financial Plan Development for 2055 SATP” before 4:00 pm (CST) on **Friday, February 6th**. Bay-Lake RPC will review all the questions and inquiries and will address them on its website and/or reply to the emails by noon (CST) on **Thursday, February 12, 2026**. It is the responsibility of each proposer to check Bay-Lake RPC’s website at [RFP \(Request for Proposal\) | Bay-Lake Regional Planning Commission](#) and/or their emails for questions and the corresponding answers.

The primary contact for this RFP:

Heena Bhatt, Principal Transportation Planner
Bay-Lake Regional Planning Commission
1861 Nimitz Drive
De Pere, WI 54115
Phone: 920-448-2820, Ext: 107
Email: hbhatt@baylakerpc.org

B. PROPOSAL PREPARATION AND SUBMISSION

8. General Instructions

The evaluation and selection of a contractor will be based on the information submitted in the proposal plus references and any required interviews/presentations or demonstrations. Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal. Elaborate proposals (e.g. expensive artwork), beyond that are sufficient to present a complete and effective proposal, are not necessary or desired.

Each proposal must include the following:

- Description of Firm
- Project Understanding and Work Plan
- Project Schedule and Timeline (described by phases and tasks)
- Project Team and Experience with Similar Projects

- Budget and Fee Information (include staff hours and rate of each staff member working on each phase and reimbursable expenses)
- References
- Desired and Value-Added Capabilities
- Separate cost estimates for additional assistance in project selection and prioritization

9. Proposal Submission

Bay- Lake Regional Planning Commission must receive all proposals no later than **Friday, February 20, 2026, at 4pm CST**. Late proposals will not be considered. An email confirmation will be sent upon receipt of the proposal.

Applicants must submit an electronic PDF version of the proposal. Proposals must be emailed to:

Heena Bhatt, Principal Transportation Planner
Subject line: Financial Plan Development for 2055 Sheboygan Area Transportation Plan
Email: hbhatt@baylakerpc.org

10. Proposal Organization and Format

Document Requirements: Times New Roman, Font Size – 12, page size 8.5 x 11 inch. Proposals are not to exceed 15 pages (one side including cover page).

The proposal shall include the following components:

- Description of Firm:** A brief overview of your organization and its expertise and experience in developing Long Range Transportation Plans and its Financial Plans as well as experience working with small MPOs.
- Project Understanding and Work Plan:** An outline of the approach, methodology, and techniques you intend to employ for this project. The proposer should explain their plan development process including their proposed strategy and schedule for completing the tasks identified in the scope.
- Project Schedule and Timeline:** A detailed schedule of the tasks involved and estimated completion dates.
- Project Team and Qualifications:** The proposal must identify the project manager and provide a clear explanation of how this designated point of contact will engage and interact with the Bay-Lake RPC staff throughout the project's duration. The proposal should identify the team members working on this project, their qualifications, familiarity with the Wisconsin planning process and relevant specific experience with similar or related projects of this size and scope, including references.
- Budget and Fee Information:** Please identify your staffing requirements, estimated hours, associated costs and reimbursables for a total not to exceed fee for this work. Provide a clear breakdown of the costs associated with the analysis, including any potential additional charges.

- f. **References:** Specific projects relevant to this assignment with dates, outcomes, clients, and specific references that could comment on the quality of the work should be identified. At least two, and no more than four, references for directly relevant work must be provided from the last four years. References should note the name, address, and phone number of the person to be contacted and their relationship to the project. Subconsultants on the project team for this assignment may not be references for the principal firm submitting qualifications for this assignment. Bay-Lake RPC will determine which, if any, references to contact to assess the quality of work performed, and the personnel assigned to the project. The results of any reference checks will be provided to the evaluation committee and used when scoring the written qualifications.
- g. **Desired and Value-Added Capabilities:** Proposers could identify additional value-added services that would enhance the quality, defensibility, and usefulness of the 2055 SATP Financial Plan. These services shall be proposed as optional tasks and may include but are not limited to assisting in project prioritization and scoring process, financial feasibility screening of candidate projects and so on. This should also be provided as a separate line item in the Budget and Fee Information.

11. Multiple Proposals

Multiple proposals from a proposer will be permissible if they are teamed with several different firms.

12. Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time up to the proposal due date and time. The notice must be signed by an authorized representative of the proposer. If a previously submitted proposal is withdrawn *before* the due date and time, the proposer may submit another proposal at any time up to the proposal's due date and time.

C. PROPOSAL EVALUATION AND SELECTION CRITERIA

Award to the most responsible consultant after price and/or other factors are considered through scoring proposals according to predetermined evaluation criteria specified in this RFP.

13. Evaluation Committee

The evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee except at Bay-Lake RPC's request.

14. Evaluation and Scoring of Proposals

Accepted proposals will be reviewed by Bay-Lake RPC's selected evaluation committee. The proposals will be scored using the following criteria.

Description of Firm and Relevant Experience with small MPOs	15
Project Understanding and Work Plan	20
Project Schedule and Timeline	15
Project Manager and Team's Qualification and Experience with Similar Projects and Wisconsin Planning Process	20
Cost of Proposal	25
Desired and Value-Added Capabilities	5
Total Points	100

15. Interview or Presentations

Top-scoring proposers, based on the evaluation of the written qualification statement, may be required to have interviews/presentations to support and clarify their proposals, if requested by Bay-Lake RPC. Failure of a proposer to complete a scheduled interview/presentation to the evaluation committee may result in rejection of that proposer's opportunity for negotiation and award of a contract.

D. PROPOSAL TERMS AND CONDITIONS

16. Proposal Rejection

Bay-Lake RPC reserves the right to reject any and all proposals at any time and for any reason. The main intent of this RFP is to enter into a contract. However, if Bay-Lake RPC, after reviewing the received proposals, decides that it should not proceed with any contract or if it considers entering into a partial or different contract than the one initially envisioned in this RFP, Bay-Lake RPC will act in a manner it deems to be in its best interest at that time. Bay-Lake RPC reserves the right to procure services by another means and reserves the right to modify the selection process or project scope.

17. Contract Negotiation

Bay-Lake RPC reserves the right to negotiate the terms of the contract including the award amount with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, Bay-Lake RPC may negotiate a contract with the next highest scoring proposer.

Negotiations may be suspended or terminated at any time that it is determined that additional negotiation would be unproductive.

Soliciting proposals and granting exclusive negotiation rights do not commit Bay-Lake RPC to accept any terms of the proposal. Final terms of any agreement will be determined by direct negotiation and all agreements are subject to approval by the Bay-Lake Regional Planning Commission.

18. RFP Proposal Cost

Bay-Lake RPC is not liable for any cost incurred by proposers in the preparation of the proposal, travel or attendance in meetings related to this RFP.

19. Acceptance of Proposal Contract

By submitting a proposal, the proposer agrees that all or portions of the proposal's contents may become part of a contract, if accepted. The consultant must also accept that all proposals submitted become public information. Bay-Lake RPC will reject any proposal submitted by a proposer who does not accept these conditions.

20. Consultant Debriefing

Bay-Lake RPC does not offer opportunities to debrief proposers. If consultants submit a proposal or accept an interview and are not selected, the consultant agrees not to request a debriefing and will accept the final decision of the evaluation committee.

21. Change in the Agreement

Any changes in the project/program described in the application to include the below identified line items require prior written approval from Bay-Lake RPC in the form of an amendment request:

1. Changes in the specific activities described in the application.
2. Changes in key personnel as specified in the application and/or this agreement.
3. Changes in the scope of work contained in any solicitation and/or request for proposals.
4. Need for additional Federal funds.
5. Budget reallocations that exceed 10 percent of the total budget among approved direct cost categories or are transferred to new budget line items.
6. Changes in indirect cost rates or recertification of expired indirect cost rates during the project period unless otherwise specified in this Program agreement.
7. Requests to purchase equipment (including software) with an estimated acquisition cost of more than \$1,000.
8. Requests to use Federal and/or non-Federal match funds for food and/or beverages in conjunction with meeting costs.

22. Applicability of State and Federal Regulations

The selected contractor shall comply with all applicable terms and conditions of Bay-Lake RPC, the Wisconsin Department of Transportation, Federal Highway Administration.

The consultants and subcontractors will comply with federal regulations for 2 CFR 200 and 23 CFR 450 and 420.

23 CFR 450.308 Funding for transportation planning and unified planning work programs.

- (a) Funds provided under 23 U.S.C. 104(d), 49 U.S.C. 5305(d), and 49 U.S.C. 5307, are available to MPOs to accomplish activities described in this subpart

23 CFR 450.336 Self-certifications and Federal certifications.

- (a) For all MPOs, concurrent with the submittal of the entire proposed TIP to the FHWA and the FTA as part of the STIP approval, the State and the MPO shall certify at least every 4 years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements including:
 - (1) 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;

- (2) In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
- (3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
- (4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- (5) Section 1101(b) of the FAST Act (Pub. L. 114-357) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in DOT funded projects;
- (6) 23 CFR part 230, regarding the implementation of an equal employment opportunity programs on Federal and Federal-aid highway construction contracts;
- (7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) and 49 CFR parts 27, 37, and 38;
- (8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- (10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities

23. Nondiscrimination and Equal Opportunity

As a recipient and sub recipient of state and federal funds, Bay-Lake RPC complies with State of Wisconsin and Federal Equal Opportunity Regulations (s. 16.765, Wis. Stats., s.51.01 (5), Wis. Stats.; Section 109 of the Housing and Community Development Act of 1974). Bay-Lake RPC also complies with Title VI of the Civil Rights Act of 1964, and the Civil Restoration Act of 1987 (P.L. 100.259). Any contract resulting from this RFP shall contain provisions referencing Bay-Lake RPC's and the Contractor's compliance with these regulations.

Bay-Lake RPC shall provide a copy of its Title VI/Americans with Disabilities Act and Limited English Proficiency Plan to prospective proposers, if requested.

24. Audits

- a. The CONSULTANT agrees to comply with audit requirements as specified in 2 CFR Part 200.
- b. The CONSULTANT shall ensure audits are properly performed and furnish the required data collection forms and audit reporting packages to the Federal Audit Clearinghouse (FAC).
- c. The CONSULTANT shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to Bay-Lake RPC.
- d. Bay-Lake RPC will seek to issue a management decision to the CONSULTANT within six months of receipt of an audit report with findings, and the CONSULTANT shall take timely and corrective action to comply with the management decision.

- e. Bay-Lake RPC reserves the right to conduct an independent follow-up audit.

25. National Policy Requirements

1. Debarment and Suspension

The CONSULTANT agrees to comply with 2 CFR Parts 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” and 1125, “Department of Defense Nonprocurement Debarment and Suspension.” The CONSULTANT also agrees to communicate the requirement to comply with Parts 180 and 1125 to entities and persons at the next lower tier with whom the recipient enters into transactions that are “covered transactions” under Parts 180 and 1125.

2. Drug-Free Workplace

The CONSULTANT agrees to comply with Subpart B, “Requirements for Recipients Other Than Individuals,” of 32 CFR Part 26, “Governmentwide Requirements for Drug- Free Workplace (Financial Assistance).”

3. Hatch Act

The CONSULTANT is advised that its employees may be subject to the Hatch Act (5 U.S.C. § 1501-1508). If doubt exists in particular cases, the CONSULTANT should seek legal counsel.

4. Universal Identifier Requirements and Central Contractor Registration

The CONSULTANT agrees to comply with the requirements of 2 CFR Part 25, as amended, “Universal Identifier and Central Contractor Registration.” The System for Award Management (SAM) has replaced the CCR system. Any bidder must be registered in SAM.gov *prior* to responding to this RFP.

5. Trafficking Victims Protection Act of 2000

The CONSULTANT agrees to comply with the requirements of 2 CFR Part 175, “Award Term for Trafficking in Persons.”

6. Reporting Sub-award and Executive Compensation Information

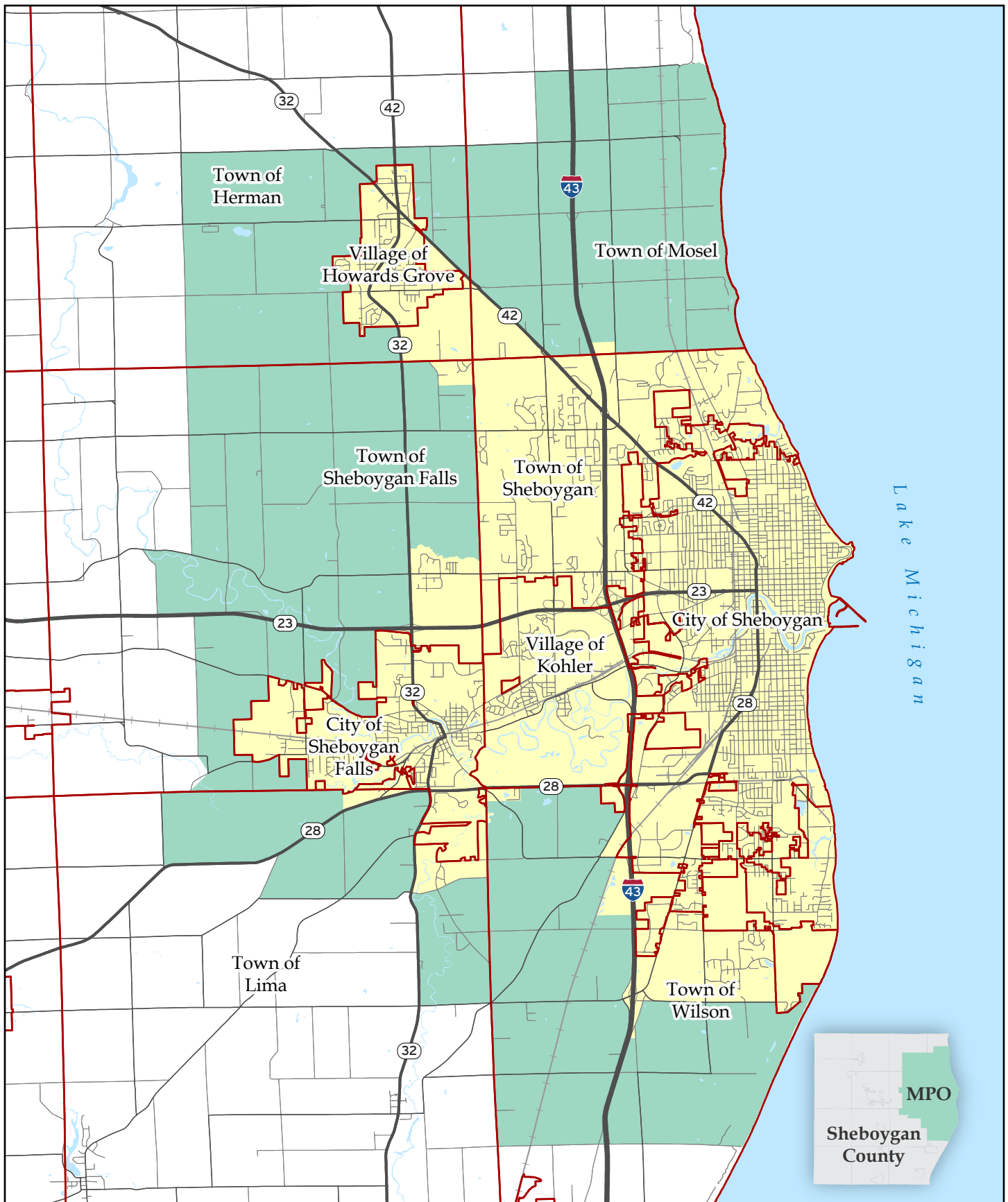
The CONSULTANT agrees to comply with the requirements of 2 CFR Part 170, “Reporting Sub-award and Executive Compensation Information.”

7. Restrictions on Lobbying

The CONSULTANT agrees to comply with the requirements of 31 U.S.C. § 1352, “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.” Appropriated funds cannot be used to pay any person to influence or attempt to influence employees of any agency or Congress. Links to the requirements referenced above as well as the full listing of all National Policy Requirements are provided on the FHWA/DOT website at <https://highways.dot.gov>.

PLEASE NOTE:

The Consultant must agree to all the terms and conditions mentioned in this RFP prior to signing the Agreement (Attachment B) with Bay-Lake RPC.



Map 1: Sheboygan MPO Boundaries

 Sheboygan Metropolitan Planning Area
(Approved by WisDOT November 7, 2024)

 Sheboygan Adjusted Urbanized Area
(Approved by FHWA December 5, 2024)



0 1 2 Miles

BAY LAKE
Regional Planning Commission | Since 1972

Source: WisDOT, 2024; FHWA, 2024; WDNR, 2021; Sheboygan County 2024; Bay-Lake RPC, 2025.

SAMPLE
ATTACHMENT B - STANDARD AGREEMENT
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN
THE BAY-LAKE REGIONAL PLANNING COMMISSION
AND
(INSERT NAME OF CONSULTANT HERE)
FOR THE
FINANCIAL PLAN DEVELOPMENT FOR 2055 SHEBOYGAN AREA
TRANSPORTATION PLAN

This Agreement entered into this _____ day of _____, 2026, by and between the the Bay-Lake Regional Planning Commission (herein called the “Commission”) and _____ (herein called the “CONSULTANT”).

WITNESSETH:

WHEREAS, the Commission has requested the CONSULTANT to provide technical assistance for the development of the Financial Plan for the 2055 Sheboygan Area Transportation Plan (SATP) for Sheboygan Metropolitan Planning Area (MPA); and

WHEREAS, the CONSULTANT has professional staff qualified to undertake such work; and

WHEREAS, the project and the character of the services to be performed by the CONSULTANT hereunder are consonant with the scope, budget, and terms and conditions provided in the Request for Proposal for the 2055 SATP.

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, the parties hereto contract and agree as follows:

I. Employment of the CONSULTANT.

The Commission hereby agrees to engage the CONSULTANT to perform the technical and professional services as hereinafter set forth. The CONSULTANT shall at all times perform as an independent contractor.

II. Scope of Services Incorporation of Attachment or Appendix

The CONSULTANT, in a manner consistent with the generally accepted standards and practices utilized by competent engineering firms in effect at the time and in the location of Consultant’s performance of services, shall perform, carry out and provide to the Commission in a professional manner all of the services required as set forth in Exhibit A (provided by the CONSULTANT) hereto. Exhibit A and all other attachments hereto are reiterated and incorporated herein by reference as if fully set forth verbatim. In the event of any conflict between any provision set forth in this Agreement and any exhibit, attachment, or appendix incorporated herein by reference now or in the future, those terms, promises, obligations and provisions set forth in this Agreement shall always take precedence and govern. It is acknowledged that any exhibit, attachment, or appendix attached hereto was prepared and submitted by the CONSULTANT in response to the Commission request for proposals. Hereinafter, the term “Agreement” shall include this Agreement and any and all expressly referenced exhibits, attachments and appendices hereto. In the event of any conflict

between this Agreement and any attachment hereto, this Agreement shall govern. The list of exhibits and attachments is as follows:

- Exhibit A – Scope of Services dated _____, including fees and schedule (Provided by the CONSULTANT)
- Exhibit B – Certificate of Liability Insurance (Provided by the CONSULTANT)

III. Assistance from the Commission

At its own expense, the Commission will have the following responsibilities regarding the administration of the Agreement by the CONSULTANT.

1. The Commission agrees to supply all such data and assistance reasonably available to the Commission upon the request of the CONSULTANT.
2. The CONSULTANT agrees to provide any reports or invoices as may be required for submittal to the Wisconsin Department of Transportation.
3. A Senior Transportation Planner with the Commission will act as the Commission's representative with respect to the services performed under this Agreement. The Planner will also routinely coordinate tasks directly with the CONSULTANT.

IV. Personnel

1. The CONSULTANT represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services under this agreement. It is understood that CONSULTANT personnel shall, in no manner, be considered employees of the Commission nor shall they have any contractual relationships with the Commission.
2. All of the services required hereunder will be performed by the CONSULTANT or under the supervision of its personnel.
3. None of the work or services covered by this agreement shall be subcontracted without the expressed formal concurrence of the Commission.

V. Time of Performance.

This contract will be in effect as of the date first above written through December 31, 2026, and may be extended upon the mutual agreement of the Commission and the CONSULTANT.

The Commission and the CONSULTANT shall follow the project schedule included in Exhibit A. The CONSULTANT shall provide monthly progress reports to the Commission setting forth the status of the services according to the aforementioned project schedule, itemizing funds expended and outlining tasks to be performed in the ensuing month.

VI. Total Fee for Services. Total fee for services shall not exceed _____.

VII. Reimbursement and Method of Payment.

Subject to the limits set forth in Section VI, the Commission will reimburse the CONSULTANT bi-monthly, after receiving an invoice from the CONSULTANT. The last invoice should be received before January 15, 2027.

VIII. Termination.

The Commission reserves the right to terminate this Agreement at any time and without cause by giving the CONSULTANT not less than five (5) calendar days prior written notice of such termination. Such termination shall be effective on the sixth (6th) calendar day after the date of the notice of termination. In the event of such termination, the Commission shall be liable only for the services rendered to the date of termination based upon fees and costs/expenses described herein and actually rendered and/or incurred with the Commission's permission by the CONSULTANT prior to the date of such termination notice. All completed or partially completed drawings, records, computations, computer software, surveys and survey information, documents, papers, plans,

drawings, and all other material the CONSULTANT has created and/or collected prior to the termination date shall remain the exclusive property of the Commission.

IX. Changes in the Scope of Work.

The Commission or the CONSULTANT may request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's contracted dollar amount, which are mutually agreed upon by and between the Commission and the CONSULTANT, shall be incorporated in written amendments to this agreement.

X. Equal Opportunity Compliance.

- a. In accordance with s. 16.765, Wis. Stats., the CONSULTANT agrees to the provisions below:
- b. In connection with the performance of work under this Agreement, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, or national origin.
 - i. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT further agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- c. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- d. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XI. Interest of Consultant Staff and Others.

No officer, employee of the CONSULTANT or public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement, shall participate in any decision relating to this agreement that affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such officer, employee of the CONSULTANT have any interest, direct or indirect, in this agreement or the proceeds thereof.

XII. Assignability.

The CONSULTANT shall not assign any interest to this Agreement and shall not transfer any interest in the same without the prior written consent of the Commission.

XIII. Conflict of Interest.

The CONSULTANT hereby warrants and represents that it has, at the time of execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed by the CONSULTANT.

XIV. Liability.

Each party to this Agreement shall hold and save every other party to this Agreement, their respective officers, directors, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever resulting directly or indirectly from the performance or non-conformance by the indemnifying party of services under this Agreement, excluding damages resulting from the negligent or intentional acts by or acts in excess of the scope of authority of the indemnified party.

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

Attesting Witness:

Bay-Lake Regional Planning Commission

Brandon Robinson, Executive Director

Heena Bhatt, Principal Transportation
Planner

<Consultant>

By:

Attest: