Pre-Bid Site Visit:

7/22/22 at 9:00 a.m. – Meet at 75860 US Hwy. 2 Odanah, WI 54861

Required Submittal Information:

All bids must be sealed and stamped as received by the Bad River Housing Authority prior to 1:00 pm on 8/10/22. Bids will be opened publicly subject to COVID-19 at 1:15 pm on 8/10/22 at the Bad River Housing Offices 75860 US Hwy. 2 Odanah, WI 54861.

Bid Acceptance:

Bad River Housing Authority reserves the right to determine if a bid meets stated requirements, and to award a contract for the bid that is in the best interest of the Bad River Housing Authority including but not limited to the total cost and capability of the bidder. To be considered, bids must be received by the specified date and time; any bid received after stipulated date and time will be returned unopened.

Bids must be sealed and labeled:

BRHA2022-23 Modernization

Bids may be mailed to: Hand Delivered to:

Project Manager Receptionist
Bad River Housing Authority Bad River Housing Authority
P.O. Box 57 75860 US Hwy 2
Odanah, WI 54861 Odanah, WI 54861

Wage Rates:

The bidders must comply with Davis Bacon prevailing wage rates.

Bid Guarantee:

Contracts or subcontracts exceeding $100,000 require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price.
Tribal Employment Right Ordinance (TERO) Requirements:

Employers of two or more employees and contractor or subcontractor obtaining a contract of $10,000 or more shall submit an acceptable Compliance Plan. The Contractor shall be responsible for complying with the provisions of Bad River’s Tribal Employment Rights Ordinance by calling Bad River Human Resources 715.682.7111 and with all other related BRHA ordinances.

Indian Preference will apply in the selection process in accordance with the Tribal Employment Rights Ordinance (TERO) or the Indian Preference Act of 1934 (Title 25, USC, Section 47), based on funding source requirements.

The Bad River Band of Lake Superior Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under Section 16 of the Indian Reorganization Act of 1934, U.S.C. Section 476. This entitles the Tribe to government pricing and exempts the Tribe from state sales and use taxes and from federal excise taxes. Therefore, price quotations should not include such taxes.

Firms or persons applying for Indian preference must provide evidence in its proposal/Bid of 51% or more Indian ownership. In addition, the firm or person must provide evidence of structure, management and financing affecting the Indian character of the firm. Documentation of and compliance with Indian Preference must accompany the proposal.

Attachments:

- Exhibit A: Scope of Work
- Exhibit B: Unit Listing
- Exhibit C: Bid Response Sheet
- Exhibit D: Subcontractor List
- Exhibit E: Core Crew List
- Exhibit F: Construction Schedule
- Exhibit G: Prevailing Wage Rates

Bidder Requirements:

Bidder must submit required documentation with sealed bid:

- Bid Response Spreadsheet
- Construction schedule
- Subcontractor list
- Contractor’s License
- 5% Bid Guarantee
- Proof of Indian ownership, if claiming Indian Preference.
Insurance Requirements:
Before performing contractual services on behalf of the Bad River Housing Authority, an original Certificate of Insurance naming the Bad River Housing Authority as a certificate holder must be on file in the Bad River Housing Authority Office.

Required coverage:
- Workers Compensation and Employer’s Liability
- General Liability
- Automobile Coverage

Successful Bidder Requirements:
Awarded contractor must submit required documentation

a. A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

b. A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Exception (see 24 CFR § 1000.26(a)(11)(ii) for the IHBG Program and 24 CFR § 1003.501(a)(13) for the ICDBG Program). There may be circumstances under which the bonding requirements specified above are inconsistent with other responsibilities and obligations of the BRHA. In such circumstances, acceptable methods to provide performance and payment assurance may include:

a. A deposit with the grantee of a cash escrow of not less than 20 percent (20%) of the total contract price, subject to reduction during the warranty period, commensurate with potential risk; or

b. A Letter of credit for 25 percent (25%) of the total contract price, unconditionally payable upon demand of the grantee, subject to reduction during the warranty period commensurate with potential risk.

1. TERO Compliance Plan.

Failure to submit all paperwork by deadline will result in award being revoked.
Exhibit A - Scope of Work

White Vinyl Window Replacements

- Install new Insulated Energy Star windows with Low E Argon Gas Filled. Minimum 10 yr. warranty on glass, vinyl, and components. Replace with same style as current (double hung, slider etc.) Thermo-Tech Brand or equivalent. Standard hardware with locks and screens.
  The exterior finishing of the siding/window can be approached in two different ways. (1) reuse all existing exterior components. (2) Cut existing vinyl siding and install a 5/4" x 4" PVC board around the window. Head piece to receive flashing. The old J channel can be used or replaced with new in white. Windows around the brick veneer are self-explanatory.
- All sizes to be measured by the contractor.
- Windows to receive 4” exterior window flashing tape. Head piece to receive aluminum flashing where applicable.
  Caulking and Fasteners as needed interior and exterior.
- Windows to be air sealed with low expanding spray foam.
- Windows to receive new 2-1/4” ranch window casing. Pre-finished Mendocino in Oak color. This is a product by Lynden Door Company. 2-1/4” pine ranch casing painted (two coats) to match existing trim is also acceptable.
- Touch up wall paint if new casing doesn’t cover old wall coverings. Housing should have paint colors on file.
- Extension Jambs to be synthetic (PVC) prefinished white. For those units that have drywall returns. They can remain or be removed. If they remain the return drywall is to be cleaned, patched, repaired or possible replaced with two coats of paint applied. If the existing molding that covers the drywall edge that returns into the window is damaged during removal it will need replacement. Housing has paint colors.
- All old window frames are to be disposed of by contractor. Window sashes are to be saved. Housing will pick them up from each site.

Exterior Entry Doors

- Door Prefinished in White both sides.
- Wood Jambs w/ wood brick mold prefinished in white or painted (two coats) on site with Exterior grade paint.
- Door Style – Replace same as existing. Standard hinges and mill finish for Thresholds.
- Contractor to measure for all sizes, jamb size, and swings.
- Provide 5/4” or ¾” white synthetic (PVC) kick plate under all door sills, even those that are not being replaced. Front and rear.
- Reinstall existing Doors locks and Dead bolts on new Entry Doors.
- Doors to receive new 2-1/4” Casing. Same specifications as windows. Doors to receive low expanding foam insulation.
- Touch up wall paint if new casing doesn’t cover old wall coverings. Housing should have paint colors on file.
- Exterior head flashing required. Caulking and Fasteners as needed or per manufacture.
• Doors with attached side lights are to receive new door/slabs prefinished in white on both sides. Replace old weather stripping with all new. Door styles to be same as what’s being replaced. Exterior and interior frame to be re-painted white with two coats. Exterior grade paint to be used on exterior side. Wood jambs interior and exterior to receive new paint. Caulk as needed.
• All Entry doors being replaced are to be saved and left on site for Housing to pick up. Frames to be disposed of.

Exterior Storm Doors
• White 1/2 view. Insulated Welded Corners complete with handle (un-keyed), closure, and safety chain catch. If a Storm is not being replace but exterior door is, then the old storms will need to be reinstalled.

Gutters
• Aluminum K style 5" Seamless. Color Standard white or brown.
• Down spouts to be hinged and extend 3ft away from house.
• Provide durable polyurethane splash blocks.
• Contractor responsible for measuring all units and number of down spouts

Rear Wood Porches
• Repair, replace, rotten or missing or refasten any components that are needed.
• Sand, scrape as needed and pressure wash with detergent.
• Apply two coats of Exterior Oil Base Semi-Transparent stain to all components visible and reachable. Must be Completed by the end of September 2022. Provide color samples.
• Remove all horizontal railings and stair railings, apply new brown treated horizontal. Add enough 2by guard railings so a 4-3/8" sphere cannot pass through.
• Add stair railing to one side. Railing can be wood stained or metal finished in black with exterior grade type railing brackets.

Handy Cap Ramp
• Repair, replace, rotten or missing or refasten any components that are needed.
• Sand, scrape as needed and pressure wash with detergent.
• Apply two coats of Exterior Oil Base Semi-Transparent stain to all components visible and reachable.
• Remove ramp and landing at 73209 Denomie St and dispose of. Do not remove handrail that is attached to the unit.
• Add brown treated mid railing 2"x 4" to ramp and landing at 73250 Denomie St.

Kitchen Cabinets/Countertop/Range Hood
• Remove existing kitchen cabinetry, countertop, and range hood exhaust. Repair any damaged drywall in the kitchen if cabinets will not cover. Provide all new kitchen cabinetry/countertop/range hood. Kitchen Lay-Out same as existing but will be the responsibility of the contractor to verify all finish measurements to supplier. Cabinets to be prefinished. Provided stain samples to BRHA. Door style Recessed Type, Wood species ¾" hardwood fronts and door frames. Cabinet sides minimum 3/8” engineered wood, Concealed Hinges, and glides to be soft closure type. Re-use existing kitchen sink and faucets.
• Replace any faulty supply lines, drain assemblies and connections but may re-use existing components. Countertop to be Standard Laminate with built in 3-1/4” back splash with full front wrapped edge with matching ends. Caulk backsplash to wall with semi matching caulking. Supply samples for color choices. Provide and install new 30” white range hood with 2 or 3 speeds,
dishwasher safe filters with light and switch. Check range hood venting to see if it is direct to the outside or charcoal type. Re-use existing grease guard below range hood. After cabinets are removed paint walls same color as existing unless new cabinetry covers same as existing cabinetry. If painting transitions will stop and start to an adjacent inside or outside corner.

VCT Flooring/Vinyl Base

- Remove and Replace old existing VCT flooring with new Armstrong 12”x12”. Thickness 3.2millimetre. Imperial texture Fortress White. Surface finish low gloss. New Underlayment will be needed except over concrete. Underlayment per flooring manufacture. Caulking, Metal or Vinyl transition strips as needed. Apply two coats of high gloss self-sealing wax that requires no buffing. Vinyl base to be 4”x 4”x 1/8” glue down type with Ribbed back. Color Beige. Vinyl Stair Treads – color Beige. Smart Step ribbed surface, 1/8” thickness. Vinyl Risers – color Beige. Thickness .080” Note: old vinyl base will need to be removed and replaced in areas where flooring is not being replaced unless the unit or room is not receiving any new flooring.

Contractor is responsible to move all items necessary to complete flooring and store same in Housing-supplied trailers. Contractor to supply padlocks for trailers. Contractor shall be held harmless for damages pertaining to tenants’ personal property and belongings unless such damaged is caused solely by the active negligence of and/or intentional acts by Contractor’s employees.

Housing will inform tenants by letter to secure all fragile and/or valuable items such as artwork, heirlooms, money, jewelry, etc.

Sheet Good Flooring

- Ten-year warranty. Loose lay or full spread releasable. Air quality certified. Waterproof. HUD Certified. Solid or pattern style. Apply new underlayment per flooring manufacture. Caulking and Metal or Vinyl transition strips as needed. May be applied over existing sheet vinyl with new underlayment or no underlayment on concrete. Apply new vinyl base same specifications as with VCT flooring.

Bathtub Replacement

- Remove existing tub. Bad River Housing will supply new four (4) piece tub, faucet valve, tub drain assembly, trims, shower head and diverter spout. Repair/Replace drywall if needed or infected with mold around tub/shower/ceiling. If drywall is not being replaced above shower/tub the walls may receive a transition strip PVC board around shower walls. Caulking as needed. Re-paint bathroom ceiling and walls with two coats of semi-gloss paint with anti-mold additive.

Concrete

- Remove and dispose of existing Concrete sidewalks in front.
- Adjust grade, slope, and step height in relation to front stoop.
- Add additional sand and compact entire area. Remove existing soil if needed.
- Add new 4” concrete 4000 PSI w/ 6% air w/ 6”x 6” wire mesh or equivalent. Control Joints to be 25% the depth of the concrete. Sidewalk width 4 feet.
- Repair, Patch, and fill holes around perimeter of front stoop above grade and a minimum of 8” below grade. Remove and clean infected area. Provide a bonding agent between old and new cement.
- Seal new concrete and existing stoops.
**Specific Notes** - All material specified is to read or equivalent to. All standard color selections are to be presented to BRHA for selection. All material is to be installed as per manufacture specifications. If units are vacant, or if occupant is not in attendance, it is the responsibility of the Contractor to make sure the unit is secured at the end of each workday. It is the responsibility of the Contractor to dispose of all construction waste. Contractor is responsible upon start to Contact all Tenants and Housing and inform by written notice as to when work will begin and keep them informed of ongoing work schedule and changes to the work schedule. Contractor is responsible for care, custody, and control of all materials. Contractor is responsible for measuring and verifying all material products and specification of those products. Exterior Concrete work and Exterior staining to be completed by October 1, 2022. Substantial Completion of entire project is January 31, 2023.
## Exhibit B - Unit Listing

<table>
<thead>
<tr>
<th>BRHA 2022-23 Modernization</th>
<th>Gutters</th>
<th>Window Replacement</th>
<th>Exterior Entry Doors</th>
<th>Exterior Storm Doors</th>
<th>Rear Wood Proch Steps</th>
<th>Handy Cap Ramp</th>
<th>Kitchen Cabinets Top &amp; Range Hood</th>
<th>VCT Flooring/Vinyl Base</th>
<th>Sheet Good Flooring</th>
<th>Bathtub Replacement</th>
<th>Concrete</th>
</tr>
</thead>
<tbody>
<tr>
<td>73287 W. Denomie St. 12-13 #02</td>
<td>Front</td>
<td>Front Rear</td>
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<tr>
<td>73279 W. Denomie St. 12-13 #04</td>
<td>Living Rm.</td>
<td>Rear</td>
<td></td>
<td>X</td>
<td></td>
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<tr>
<td>73250 W. Denomie St. 12-13 #07</td>
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<td>X</td>
<td>Bath</td>
<td></td>
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</tr>
<tr>
<td>73244 W. Denomie St 12-13 #09</td>
<td>Rear</td>
<td>Rear</td>
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<tr>
<td>73243 W. Denomie St 12-13 #10</td>
<td>Living Rm.</td>
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<td></td>
<td></td>
<td>Bath</td>
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<tr>
<td>73235 W. Denomie St 12-13 #12</td>
<td>Living Rm.</td>
<td>Front Rear</td>
<td>Front Rear</td>
<td>X</td>
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<tr>
<td>73200 W. Denomie St 12-13 #13</td>
<td>X</td>
<td>All</td>
<td>Replace Front Door only add new Weather Stripping</td>
<td>Front Rear</td>
<td>X</td>
<td>X &amp; Steps Vinyl</td>
<td>Upper Bath</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>73182 W. Denomie St 12-13 #15</td>
<td>All</td>
<td>Replace Front Door only add new Weather Stripping Replace Rear door</td>
<td>Front Rear</td>
<td>X</td>
<td>X</td>
<td>X &amp; Steps Vinyl</td>
<td>X</td>
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<tr>
<td>73209 W. Denomie St 12-13 #18</td>
<td>Front Rear</td>
<td>Front Rear</td>
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<td>X</td>
<td>Kitchen</td>
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<tr>
<td>73201 W. Denomie St 12-13 #20</td>
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<tr>
<td>73189 W. Denomie St 12-13 #22</td>
<td>X</td>
<td>All</td>
<td>Replace Front Door only add new Weather Stripping</td>
<td>Front Rear</td>
<td>X</td>
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</tbody>
</table>
## Exhibit C - Bid Response Sheet

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Representative Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Email</th>
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</table>

### Bid Price

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
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<tbody>
<tr>
<td>Gutters</td>
<td>$</td>
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<tr>
<td>Window Replacements</td>
<td>$</td>
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<tr>
<td>Exterior Entry Doors</td>
<td>$</td>
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<tr>
<td>Exterior Storm Doors</td>
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<tr>
<td>Rear Wood Porches</td>
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<tr>
<td>Handy Cap Ramp</td>
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<tr>
<td>Kitchen Cabinets Tops &amp; Range Hood</td>
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<tr>
<td>VCT Flooring/Vinyl Base</td>
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<td>Sheet Good Flooring</td>
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<td>Bathtub Replacement</td>
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<td>Concrete</td>
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<td><strong>TOTAL</strong></td>
<td>$</td>
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</tbody>
</table>

Optional – add for triple pane glass on windows: $ 

I certify that I have the authority to sign and submit this proposal on behalf of my organization to provide the proposed services. I hereby certify that the information contained in this attachment and any other submitted documents is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization.

______ ___________
Signature Date
## Exhibit D
### Subcontractor List

1. List names of all qualified Subcontractors. Failure on the part of the Contractor to complete or properly complete this list may constitute sufficient grounds to reject this bid.
2. Subcontractors list must be pre-approved by owner.

<table>
<thead>
<tr>
<th>TRADE</th>
<th>SUBCONTRACTOR</th>
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</tbody>
</table>
**Exhibit E**

**Core Crew List**

List Names of all employees working on the site

<table>
<thead>
<tr>
<th>Job description</th>
<th>Name</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
Exhibit F
Construction Schedule

Submit an estimated construction schedule with your Bid. Start date and ending date.
Exhibit G
Prevailing Wage Rates
SEE Attached
Superseded General Decision Number: WI20210017

State: Wisconsin

Construction Type: Residential

County: Ashland County in Wisconsin.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<table>
<thead>
<tr>
<th>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</th>
<th>. Executive Order 14026 generally applies to the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</th>
<th>. Executive Order 13658 generally applies to the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</td>
<td></td>
</tr>
</tbody>
</table>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
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<tbody>
<tr>
<td>0</td>
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<tr>
<td>1</td>
<td>02/25/2022</td>
</tr>
</tbody>
</table>
Rates Fringes

ELECTRICIAN.................. $ 21.71  16.44

PAINT0106-002 05/02/2016

Rates Fringes

PAINTER: Brush and Roller....... $ 29.86  16.35

FOOTNOTE:
1 to 4 years' service - 1 week's paid vacation; 5 to 11 years
- 2 weeks paid vacation; 11 years or more - 3 weeks paid
vacation

PLUM011-001 05/07/2018

Rates Fringes

PLUMBER........................ $ 40.63  20.72

* SUMI2012-001 04/04/2012

Rates Fringes

CARPENTER...................... $ 27.03  9.38

CEMENT MASON/CONCRETE FINISHER... $ 24.11  1.49

LABORER: Common or General...... $ 14.38 **  0.00

SHEET METAL WORKER (HVAC Duct
Installation Only)................ $ 27.74  1.26

TRUCK DRIVER: Dump Truck....... $ 17.00  3.45

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($15.00) or 13658
($11.25). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers
Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party’s position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
Exhibit H
TERO Compliance Plan
See Attached

To be submitted prior to entering into contractual agreement
Project

Date

Contract Amount $______________________

*************** COMPLIANCE PLAN ***************

NAME OF COMPANY SIGNING THE COMPLIANCE PLAN

______________________ CONTRACT AMOUNT $________

ANY CONTRACTOR/SUBCONTRACTOR NOT SUBMITTING AN ACCEPTABLE
COMPLIANCE PLAN MAY BE DENIED THE RIGHT TO COMMENCE OR CONTINUE
BUSINESS WITHIN THE RESERVATION.

Employer Init._________ Date________ TERO Init._________ Date_________
COMPLIANCE PLAN RESPONSIBILITIES

Pursuant to section 2.0: Every employer of two or more employees and every contractor or subcontractor obtaining a contract of $10,000 or more shall submit an acceptable Compliance Plan on how they will meet their obligations and responsibilities under the Tribal Employment Rights Policy before commencing work on the Reservation.

Section 1, Paragraph 1.1, Coverage and scope:

1. Coverage: It is understood by all parties that the intent of the Tribal Employment Rights Policy is to secure a Local Indian Preference workforce. Therefore all skill or craft job positions, that require the use of manual labor or the use of hand tools, will be filled by qualified Local Indian Preference applicants. No Non-Indian Preference employee will be used on the project, except where cleared through the Tribal Employment Rights Director before start-up operations begin.
   a. Clearance shall be granted for Non-Indian Preference personnel if:
      1. There isn’t any qualified Indian Preference applicant available at time of request.
      2. Key personnel and/or core crew employees will be used on the project as defined here within.
   b. Opportunities for supervisory personnel shall be filled with qualified Local Indian Preference applicants where practical.

2. Hiring: If qualified and available 100% of the work force shall be Local Indian Preference applicants for the duration of the project. (Attachments #1 and #7)

3. Payroll hours worked: At no time shall the Indian Preference work force hours fall below the percentage of Indian Preference workers on the payroll and/or a minimum of 50%.

4. Training programs: Training Programs will be initiated for craft or skill jobs if the Indian Preference workforce hours, for each craft or skill that falls below the 50% minimum. Wages for Training Position shall not be less than 50% of Journeyman pay or minimum wage laws.
   a. Bureau of Apprenticeship Training Program requirements shall be applicable where practical.

Paragraph 1.2 Contractors and Subcontractors:

1. All Indian Preference requirements contained in the Policy shall be binding on any and all contractors and subcontractors regardless of tier, and shall be deemed part of all contract or subcontract specifications let and/or signatory documents.

2. The employer agrees to accept the initial and primary responsibility for insuring all contractors and subcontractors comply with these requirements.

Paragraph 1.3 Minimum Numerical Goals and Timetables for Indian Employment:

Employer Init. Date TERO Init. Date
1. The employer agrees to hire a minimum percentage or number of Indian Preference employees according to the goals established for each craft, skill, job classification, etc., used by the employer and shall include Administrative, Supervisory and Professional categories. (Attachment #7)

2. These percentage(s) and man-hours shall be reviewed by the Personnel Office annually and shall be revised as necessary to reflect the number of Indian Preference applicants available or changes in the employer hiring plans.

3. The employer agrees to submit a monthly report to the Personnel Office indicating how he/she is meeting the Indian Preference Goals, all persons hired or discharged during the month, the positions involved, and any of the information required by the Office and/or Director.

Paragraph 1.4 Training:

1. Training Programs will be developed and initiated in all various Job Classifications used by the employer where a minimum of 50% Indian Employee Ratio are not used in each building trades craft or skill, but shall include administrative, supervisory and professional categories, where practical.

2. Minimum Local Indian Preference Trainees in each craft or skill shall be maintained through ratios established by the Federal Department of Labor, Bureau of Apprenticeship standards where Federal Laws require Training Programs approved by the Federal Department of Labor for the duration of the project.

3. All apprentice wage rates shall not be less than laborer wage rates used on a project.

Paragraph 1.5 Job Qualifications and Personnel Requirements:

1. Each Employer is prohibited from using Job Qualifications criteria or personnel requirements which bar Indian Preference from employment, unless such criteria or requirements are required and listed in the directory of Occupation Titles under Bona fide Occupational Qualifications (BFOQ) and are required by business necessity.
   a. Each Employer will complete an Employment Request form for all personnel used on the project. Only Bona Fide Occupational Qualifications (BFOQ) will be recognized by the Personnel Office as qualifications for business necessity required by the employer.
   b. Employers who employ more than two employees may designate key personnel who are regular permanent employees in a supervisory or other key position(s). But only the first and thereafter every seventh employee will be employed as key personnel or core crew by an employer (attachment #1). All other positions shall be filled with qualified Indian Preference applicants. If qualified Indian Preference applicants cannot be obtained then Indian Preference Training Requirements may be initiated along with a clearance for Non-Indian Preference Personnel.
   c. At no time shall core crew and/or key personnel displace Indian Preference Employee(s) and/or potential Indian Preference Employee(s) by performing
work outside their normal classification.

d. The following are examples of, but are not conclusive, Bona fide Occupational Qualifications.
   1. Minimal Qualification Standards; (as listed in the directory or Occupational Titles)
   2. Bonding requirements; (when handling cash)
   3. Passing drug test; (when requiring by all personnel)
   4. Criminal Records; (when for Law Enforcement or handling cash)
   5. Physical Requirements; (for business Necessity)
   6. Past Employment Discharges; (pertaining to any illegal or fraudulent Act in employment)

e. It is understood that the employer shall retain the right of determining whether an applicant and/or employee meet minimum qualifications and the Burden of Proof shall fall on the complainant if challenged by any party.

Paragraph 1.6 Layoff and/or Terminations:

1. Required Indian Preference ratios to core crew personnel (1 to 6) or percentages will be maintained throughout the length of projects.

2. No Indian Preference employee shall be terminated or receive a Layoff without good cause. Good cause termination shall be defined as: failure to adequately perform the job, failure to follow orders, any illegal or fraudulent act pertaining to employment or any act which puts the employer or the employees in an unsafe position or positions.

3. All layoffs of Indian Preference Employees shall be in a reasonable and fair fashion.

4. Layoffs shall occur when there is not adequate work or when the employer has a cash flow shortage necessitating a reduction in the work force.

5. All layoffs shall be in same order of hiring in reference to core crew and the Local Indian Preference workforce.

Paragraph 1.7 Promotion: Preferential consideration for promotional opportunities shall be given to Local Indian Preference Employees.

Paragraph 1.8 Summer Students: Preferential consideration for Local Indian Preference students shall be given by the employer for summer employment where practical.

Paragraph 1.9 Indian Preference Requirements in Awarding Prime Contracts and Subcontractors:

1. Employers shall give preference in the award or contracts to tribally and "Locally Indian-Owned" businesses. For the purpose of identification a tribal registration number is required. The following information will be required from each owner claiming Local Indian Preference or other Indian-Owned business.

   Employer Init._________ Date_________ TERO Init._________ Date_________
a. Name of the recognized tribe
b. Enrollment number of Indian-Owned and managing business
c. Tribal Agency address and phone number
d. Present Local Address
e. Statements and/or Documentation on Local Indian Preference business who have social and economic ties to the Bad River Band of the Lake Superior Tribe of Chippewa Indians.
f. Type of business structure and percentage of Indian Ownership.

Paragraph 1.10: Any business or Indian Owned business may bid as Prime Contractor, supplier, or subcontractors, but may not submit bids for a subcontract or supplier if bidding on the prime contract.

Section 2. Paragraph 2.1 Compliance Plans: All employers with two or more employees and all employers obtaining a contract of $10,000 or more shall abide by this Hiring and Employment Compliance Plan.

1. Such plan shall strive to achieve a 100% Local Indian Employment goal in each job classification.

2. When key personnel and/or core crew are being used by an employer, all other job opportunities shall be filled by qualified Local Indian Preference applicants. If other applicants are cleared for employment because qualified Indian Preference applicants were not available, then, the cleared employee shall accept the position offered under a "Limited Term Agreement" with the understanding of training a Local Indian Preference applicant to replace this individual, where practical.

3. Each employer shall submit a workforce report (attachment #1). This report shall meet workforce goals (attachment #7) with approval of the TERO Director before start-up.

Paragraph 2.2 Revision of Compliance Plans: Monthly Reports: This section will be used as a monitoring report to assure full compliance to the Compliance Plan and/or Ordinance.

1. Reports: Employer reports shall be submitted on a daily, weekly, or monthly basis to the TERO Director.

2. By mutual consent of both the employer and the Director, compliance plans may be revised or amended to address problem areas of concern.

Paragraph 2.3 Final approval of Compliance Plans: All Compliance Plans shall obtain Final Approval from the TERO Director within thirty days of start-up operations. Tentative approval may be obtained from the TERO Director for start-up purposes.

Paragraph 2.4 Non-Compliance or Violations: If the employer fails or refuses to comply with the compliance plan requirements here in or with the terms of its compliance plan as written, such non-compliance shall be deemed a violation of the ordinance and subject to sanctions provided for in section 4

Employer Init.__________ Date__________ TERO Init.__________ Date__________
of the policy.

Paragraph 2.5 Compliance by Unions:

1. Each employer who is signatory to a Union must file a written Memorandum of Agreement stating the Union will comply with the ordinance, its rules, and regulations. No employer may commence work operations until said memorandum of agreement is signed by said Union (s) and employer.

2. Memorandum of Agreement: The Employer may develop their own memorandum of agreement with their signatory unions, but are required to include procedures for indenturing Local Indian Preference Applicants into the union and/or issuing temporary work permit. Also, the agreement must address a direct referral process, training program, endenturement and a cooperative statement from the union on related TERO requirements.

Section 3, Paragraph 3.1 Complaints and Hearings: Notice: On all hearings requested the Director shall issue all proper written notices to all parties stating the nature of hearing and proper procedures to be used. This notice shall advise such parties of the violation, their required presence, their right to present testimony of witnesses or other evidence, and their right to be advised by council at their own expense.

Paragraph 3.2 Complaints Regarding Violations: Any Individual, Employer, or Organization that believes any covered employer or its agents has violated or is in violation of the Policy or any Rules, Regulations, or Orders issued to it may file a complaint in writing to the Director.

1. The Director shall investigate each and every complaint.

2. If upon investigation there is reason to believe a violation has occurred the Director shall proceed pursuant to section 4 (Enforcement and penalties for violations.)

3. Within 20 days after the receipt of the complaint the Director shall provide the complaining party a written report and the status of the complaint.

4. All complaints shall include the date, place, and circumstances of the alleged unlawful violation(s) and shall be served upon the person(s) against whom the charge(s) are made within ten days.

5. Service may be made by registered mail or hand delivery with receipt.

Paragraph 3.3 Investigations: On its own initiative or pursuant to a complaint, the Director shall make such public or private investigation as the Director deems appropriate and necessary to determine whether any provision of the Ordinance or any rules, regulations, or orders have been violated.

Paragraph 3.4 Power to Require Testimony and Production of Records: The Director, or any designee may subpoena witnesses, take evidence and require the production of books, papers, contracts,

Employer Init. Date TERO Init. Date
agreements, or other documents, records or information which the Director deems relevant in any investigation.

**Paragraph 3.5 Finality of the Decision-Appeal:**

1. The decision of the Director shall be effective immediately and final when the time frame for filing a notice of appeal has expired, twenty days. The appeal shall be taken by an aggrieved party to the Bad River Tribal Court as provided in section 5.0.

2. The Decision is final and shall be in writing and served by registered mail no later than thirty days after the close of the hearing. Should the party fail to comply immediately the Director shall receive an injunction for relief from Tribal Court, pending the party's appeal or expiration of the time for appeal.

**Section 4, Paragraph 4.1 Enforcement and Penalties for Violations:** The Director shall monitor and enforce the policy and any rules and regulations, as follows:

1. **Informal Settlement:** If the Director has reason to believe a violation has occurred the Director shall issue a written notice of violation to the alleged violator and they shall attempt to achieve informal settlement. If no settlement can reasonably be made, the employer shall be issued a formal citation and notice of non-compliance.

2. **Formal Citation and Notice of Non-compliance:** The Formal Citation shall set out the nature of the alleged violation and specific steps that must be initiated to come into compliance. The violator shall be provided no more than five days to comply or to submit a written request for a hearing before the Director on the matter. This time may be shortened if irreparable harm will occur should the violation continue.

4. Bonding Monetary Schedules, (The employer shall comply with the Bonding Monetary Schedule.)

3. If a violator refuses to comply and has not submitted a written request for a hearing, within the five day time frame, pursuant to section 4.1.2, the Director may seek to impose one or more penalties as outlined in 4.2 penalties. If no settlement can be obtained the Director, after being fully advised on the matter, may issue an order imposing such penalties it deems necessary under section 4.3 penalties.

**Paragraph 4.2 Enforcement:** Any Employer, Contractor, Subcontractor, or Union who is found in violation of the Ordinance, its Rules, or regulations, or Orders of Director shall be subject to penalties outlined in section 4.3 penalties.

**Paragraph 4.3 Penalties:** Each day in which a violation exists shall constitute a separate violation with a maximum imposed penalty of $5,000 for each violation.

Employer Init. Date TERO Init. Date
Section 5, Paragraph 5.1. Appeals: Right to Appeal: Any party to a hearing shall have the right to appeal any decision of the Director to Bad River Tribal Court by filing a notice of appeal within twenty days of the final decision of the Director. Said notice must be in writing and filed in Tribal Court.

Paragraph 5.2 Scope of Review: The Tribal Court shall uphold the decision to the Director unless it is demonstrated that said decision is Arbitrary, Capricious, Unsupported by the weight of the evidence or in excess of Authority of the Director.

Paragraph 5.3 Method of Appeal: Upon serving a written notice of appeal with the Tribal Court, with a copy to the Director, as specified within the twenty day time frame, the notice of appeal shall; (a) set forth the order from which appeal is taken and (b) specify the grounds on which reversal or modification or order is sought; and (c) be signed by applicant.

Paragraph 5.4 Abatement of Order on Appeal: All orders of the Director shall not be abated pending the outcome of the appeal in Tribal Court, except where the court shall by its mandate specifically direct the Director as to further action in the matter, including making and entering a pay order or orders in connection therewith and the limitations or conditions to be contained therein.

Paragraph 5.5 Bond of Appeal: The Director may petition and, for good cause shown, the court may order the party requesting a hearing to post a Bond sufficient to cover monetary damages to assure compliance with sanctions or remedial actions if the order is upheld in the court.

Section 6 Reporting and On-Site Inspections: Employers shall submit reports and other information requested by the Director. The Director and his/her representative shall have the right to make on-site inspections, investigations, and monitor any employer's compliance with the ordinance and rules, regulations and orders. This may include the right to inspect and copy all relevant records of any employer, signatory union, or subcontractor with the right to speak with workers and conduct investigations on job sites. As a Government entity of the Bad River Tribe, this may include information gathered under the privacy act if pertinent to the investigation.

Section 7 Equal Employment Opportunities: No employer shall discriminate against any Indian Preference Employee or applicant for employment because of color, religion, sex, national origin, or age, and must assure Equal Opportunity, excluding allowable Indian Preference Opportunities available through Tribal or Federal Laws.

Section 8. Paragraph 8.1 Wage and Hour Standards: Equal Pay: Every employer shall be required to provide equal pay to Indian Preference Employees performing work similar or comparable to other employees.

Paragraph 8.2 Rate of Pay: The employer will comply with all applicable Federal, State, Local, or Tribal Laws concerning wages, hours and fringes.

Paragraph 8.3 Federal, State, and Local Agencies: The Director may use, Federal, State, local or Tribal agencies in resolving issues concerning wages, hours, and fringes applicable to said Agencies.

Employer Init.__________ Date__________ TERO Init.__________ Date__________
Section 9 Severability: If any provision of the policy or this compliance plan, or its application to any person or circumstances is held invalid, the remainder of the application or the provision to other person(s) or circumstances is not affected.

Section 10 Paragraph 10.1 Employment Administrative Fee: The Director shall assess employers an Employment Administrative Fee to provide revenue for the operation of the Tribal Employment Rights Office as follows:

Paragraph 10.2 Contracts: Every prime contractor obtaining a contract of $10,000.00 or more shall pay an Employment Administrative Fee equal to 1.5% of the total amount of each contract on the Reservation.

Paragraph 10.3 Other Employers: Every other employer, other than a Contractor, with 20 or more employees shall pay an Employment Administrative Fee of 1.5% of the Employers annual payroll. This Fee shall be paid in quarterly installments and shall not be required of Educational, Health, or Nonprofit Employers.

Paragraph 10.3 Accounting: Employment Administrative Fees shall be paid to the Bad River Band of the Lake Superior Tribe of Chippewa Indians and placed in an Account for use by the Tribal Employment Rights Office. The Tribal Employment Rights Office is authorized to establish such rules and regulations as are necessary to assure fair and timely fee collection processes. Any employer or contractor who fails to pay the required Employment Administrative Fee shall be subject to sanctions provided for in Section 4 of this Ordinance.

Employer Init._________ Date_________ TERO Init._________ Date_________