BAD RIVER BAND OF LAKE SUPERIOR TRIBE OF CHIPPEWA INDIANS

CHIEF BLACKBIRD CENTER P.O. Box 39 Odanah, Wisconsin 54861

REQUEST FOR PROPOSALS

FOR

MEN'S RECOVERY HOUSE

Bad River Band of Lake Superior Tribe of Chippewa Indians is seeking proposals through solicitation for the design/buildout/remodel of a Bad River Men's Recovery House.

Proposals are required to contain the following information: Signed Bid Schedule, Qualifications, Proof of Insurance, and Indian Preference Documentation (if applicable) as outline in attached Request for Proposals (RFP).

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.

This Request for Proposals is open to all qualified, responsive bidders. 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. Questions regarding TERO, and if the TERO fee applies to the RFP, may be directed to the Bad River Band's Human Resource office at 715-682-7111.

Firms or persons applying for Indian preference must provide evidence in its proposal 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.

Sealed bids must be labeled 'Proposal Enclosed: Men's Recovery House' and submitted by close of business (4:30pm) Thursday, December 10, 2026 to:

Bad River Tribe
Chief Blackbird Center
Attn: Executive Secretary
PO Box 39/72682 Maple St
Odanah, WI 54861

Questions regarding this project can be directed to Travis Hunter, Facilities Director/Engineer, Office: 715-682-7133 Ext 4831, Cell: 360-337-0983, and Email: t.hunter@badriverhwc.com.

Bid opening will be held the day after bids are due at Chief Blackbird Center (Administration Building) on Friday, December 11, 2026 at 10:00am (Must notify successful and unsuccessful bidders within 10 calendar days if bid is $25,000 or greater).

Any or all bids may be rejected when in the best interest of the Bad River Tribe.

Program: BC
Accounting: JSR
Posted: 11-12-26
10:45 am am/pm

REQUEST FOR PROPOSALS

MEN'S RECOVERY HOUSE
for the
BAD RIVER BAND OF LAKE SUPERIOR CHIPPEWA
ODANAH, WISCONSIN

OCTOBER 2026

I. Introduction: The Bad River Band of Lake Superior Chippewa is soliciting proposals from qualified firms/contractors for the design/buildout/remodel of a Bad River Men's Recovery House. The existing facility is located at 77750 US Highway 2, Odanah, Wisconsin.

II. Project Administration: The Bad River Band is the "Owner" of the facility. The selected contractor will contract directly with the Owner for the services to be rendered.

Renovation services and Site Visits will be coordinated through the Owner's project manager on this project. The Owner's contact for this project is:

Travis Hunter, Facilities Director/Engineer
Bad River Health and Wellness Center
53585 Nokomis Road
Odanah, WI 54806
Office: 715-682-7133, Ext 4831
Cell: 360-337-0983
Email: t.hunter@badriverhwc.com

The Indian Health Service (IHS) will also be a technical representative as requested by the Owner. The IHS contact is:

Brian Willoughby, P.E., Facilities Engineer
Indian Health Service
129 N. Brown Street
Rhinelander, WI 54501
Office: (715) 365-5114
Email: brian.willoughby@ihs.gov

III. Acronyms: Definitions, governmental and tribal entities are identified in the document as the following acronyms:

Band/Owner: Bad River Band
Contractor/Bidder: Entity submitting proposal to complete the proposed work.

IV. Codes, Standards, and Guidelines: The contractor shall ensure all work is performed in accordance with the applicable codes, safety standards, and adhere to the general provisions of the contract documents.

V. Scope of Work:

Background: The Bad River Health and Wellness is proposing to renovate an existing single-family residence into a Men's Recovery House. The house has been vacant since approximately 2019. The proposed work includes a remodel of the current space and buildout of the lower level (walkout basement). Work includes

demolition of existing walls within the basement and remodel to include restroom, utility room, and bedrooms. Remodel of the upstairs to include an ADA compliant restroom, improvements to kitchen, installation of closets within bedrooms. HVAC and plumbing will also be updated including replacement/repair of existing water system, installation of new furnace and water heater, installation of fire sprinkler/suppressions system, and installation of interconnected smoke/fire detectors. Electrical system shall have additional circuits, lighting, and outlets per code for renovated spaces. The house is currently supplied water through an individual well and wastewater disposal through an onsite septic system. A community water connection and renovation of the existing septic system will be completed under separate projects. The existing driveway will also be upgraded under a separate project.

Description of Work: The following sections include a general description of the work, but are not limited to this description. (The Contractor shall schedule a site visit prior to submitting the proposal. The Contractor must fully inform itself as to all existing conditions and limitations for the Project). The Contractor shall furnish the necessary personnel, materials, services, and all other appurtenances necessary to perform the work as set forth herein. Existing as-built and preliminary schematic/conceptual drawings are attached. Selected firm shall work with Owner to finalize layout/design.

A. General Carpentry: Renovate existing first floor layout to include a new office space, ADA compliant restroom, closets, and kitchen cabinetry. Renovate lower level (walkout basement) to include four new bedrooms, renovation of existing two bedrooms, construction of new restroom, and installation of six (6) egress windows. Exterior work to include new deck, stairs, and ramp. This will include but not limited to:
    1. Frame new interior partition walls to split larger rooms.
    2. Enlarge basement/ lower level bedroom window rough openings and install code-compliant egress windows and window wells.
    3. Hang solid-code interior doors with automatic closers on mechanical rooms.
    4. Construct doors on upstairs closets.
    5. Construct wall to convert existing bedroom into secure office.
    6. Rebuild or reinforce stair stringers, balusters, and handrails.
    7. Frame 2x4 interior walls to divide oversized rooms.
    8. Install sound-draining batt insulation inside interior wall cavities.
    9. Install 5/8" gypsum board and finish and paint all renovated spaces.
    10. Install impact-resistant PVC or thick wood baseboards, trim, and chair rails to prevent drywall gouging.
    11. Construct deck on south and east sides of facility with stair access and ADA compliant ramp.
    12. Replace all existing flooring with luxury vinyl tile.
    13. Repair, paint, and finish all interior walls.
    14. Refinish all interior cabinetry.

B. Electrical Work (to be included with proposal):
    1. Design and provide stamped plans for electrical upgrades/improvements.
    2. Upgrade circuits and install tamper resistant outlets throughout facility.
    3. Provide provisions for a manual or automatic transfer switch to connect a backup generator for continuous operation.
    4. Route individual 20 amp circuits to each bedroom to prevent localized overloads.
    5. Add multiple designated 20-amp small appliance branch circuits for heavy communal kitchen use, separating high-draw appliances like microwaves, refrigerators, and commercial coffee makers.
    6. Install GFCI outlets for all bathroom and kitchen spaces in accordance with electrical code.
    7. Install hardwired, battery-backed exit signs and emergency lighting at existing and within corridors/hallways.
    8. Provide provisions for future solar panel integration.

C. Fire Detections and Suppression (to be included with proposal):

1. Design and provide code compliant and stamped fire suppression, emergency exit and egress lighting, carbon monoxide, and smoke/fire detectors system.
2. Provide minimum flow and pressure required for system so new community water connection can be design and installed (under separate project)
3. Fire suppressions system shall be equal to Uponor AquaSafe Fire sprinkler system.
4. Exit lighting shall be provided over all exterior doors and egress lighting in corridors and hallways in accordance with code. Coordination of sprinkler head locations for placement of HVAC ductwork and other utilities.
5. Smoke/fire detectors shall be interconnected and hard-wired with dedicated circuit and battery backup.
6. Install fire-rated drywall on the ceilings of mechanical rooms, laundry facilities, to provide a 1-hour burn barrier.

D. Mechanical HVAC and plumbing (to be included with proposal):
   1. Design and installation of heating and cooling system. New system shall remain forced air system.
   2. Sizing and balancing of ductwork to ensure adequate heating and cooling of all spaces.
   3. Installation of new furnace, temperature controls, AC coil, and AC compressor.
   4. Rework and installation of ductwork to include supply and return grill in all rooms/spaces.
   5. All applicable costs for system shall be included as part of proposal.
   6. Replacement of existing plumbing fixtures (faucets, showers, toilets) and installation of new plumbing fixtures.
   7. Rework of existing water supply and drain/waste, vent piping. Lower-level restroom will require cutting of concrete floor and rework of drain piping for proposed shower and sink locations.
   8. Replacement of existing water heater.
   9. Provisions for stackable washer/dryer in lower-lever level mechanical room.
   10. Provisions to connect to new community water connection. Water meter shall be supplied and installed under this project. Plumbing shall ne installed so new water service line can be connected to water meter within mechanical room.
   11. Coordination/connection of fire suppressions system with RPZ backflow preventor.

E. General Requirements:
   1. The firm/contractor is responsible for coordination of all trades on the project.
   2. The firm/contractor shall be responsible for the removal of all debris from demolition and construction and securing the site during construction.
   3. Firm/contractor will need to provide temporary restrooms as existing septic system is not operational.
   4. Contractor shall have a proven track record in interior construction and renovations.
   5. Work shall be completed by technicians who are qualified in their area of work. (i.e. electrical, plumbing, HVAC, and carpentry) Firm/contractor shall provide list of design firms that will provide stamped designs for mechanical/fire/electrical systems.
   6. Contractor shall provide submittals for all materials prior to start of construction. Owner and/or technical representative shall approve materials prior to installation.
   7. If in the course of the work, the Contractor damages, marks, or misplaces anything they will replace it or restore it to its original condition.
      a. The Owner/Technical representative shall decide if something has been damaged. Based on the Contractors proposed fixes, the Engineer shall decide the best course of action to repair any damage done by the Contractor.
   8. Site Cleanup/Security:
      a. Site shall be presentable at the end of each day. All debris shall be cleaned up and secured to prevent debris from blowing around site.
      b. Contractor is responsible for securing all equipment, materials, and facility to mitigate potential for theft and vandalism. Although not anticipated, it is recommended as best practice to minimize potential for any concerns.

c. All equipment and parts shall be installed in a neat and competent manner. Good installation principles shall be used throughout the project.

9. Contractor shall provide closeout submittals including drawings showing location of electrical, plumbing, fire suppression, and other appurtenances (as applicable).
10. This work is included under Bid Schedule C – Item #1-4. Cost shall include work to be completed by all trades.

VI. Site Visit/Facility Information

Site visits shall be scheduled through the Owner's Representative. A layout is attached showing the existing layout and proposed layout. Firm/Contractor/bidder shall complete a site visit to the facility prior to submitting a proposal. Proposals will not be evaluated unless contractor has completed a site visit.

VII. Overall Project Schedule:

The following project timelines shall be considered and included in the proposal. Any deviation from the proposed timeline shall be listed in the proposal along with an explanation of why the proposed timeline is not feasible. Since the facility is vacant Owner is willing to coordinate with firm/contractor for construction on evenings/weekends if desired. There are no restrictions on daily construction schedules.

1. Contractor/bidder shall complete a site visit to the facility prior to submitting a proposal. Contractor/bidder shall coordinate site visit with Owner's Representative.
2. Contractor/bidder shall submit all questions on RFP in writing (email acceptable) by Friday, November 20, 2026. Contractor/bidder is responsible for confirming questions are received. Responses and/or addendum will be provided to all interested contractors/ bidders by Wednesday, November 25, 2026.
3. Proposals shall be submitted to the location noted above by Thursday, December 10, 2026, at 4:30pm.
4. An award is expected 4-6 weeks after proposals are received.
5. Substantially Complete (ready for final inspection): One hundred eighty (180) days after award.
6. Construction Complete: Maximum thirty (30) calendar days after final inspection.

VIII. Qualifications:

Firm/Contractor shall be approved/licensed (as applicable) in the State of Wisconsin to complete work and demonstrate the capability to complete such work. Firm/Contractor must have been in business for a minimum of four (4) years and have at least four (4) years' experience in work. Firm/Contractor/bidder shall include a copy of the following information with their proposal:

1. Brief statement of company experience and qualifications.
2. Proof of liability insurance.
3. List of all sub-contractors that will be hired to perform certain aspects of the project, along with contact information and company experience.
4. Indian Preference Documentation (if applicable)
5. If requested after proposals are opened: The contractor shall include at least three (3) other projects where design/construction/renovation on similarly size projects have been completed, including the name, telephone number, and email of an Owner's representative for each.

IX. Method of Measurement and Basis for Payment:

Services shall be paid for on a lump sum amount in accordance with the provisions under the attached Appendix D – Construction Contract including General and Supplementary Conditions. Progressive payment plan will be established with successful bidder if necessary. Minimum 10% retainage will be held until all punch list items are completed.

Prices shall be submitted on bid schedule included in the Appendix. Lump sum prices shall include:

1. Complete costs for design, build, and remodel of existing structure.
2. Pricing shall be based on the entire project including carpentry, flooring, etc. Includes materials, labor, and all other items necessary to complete remodel of Men's Recovery House in accordance with the request for proposals and attached service agreement.
3. Performance and Payment Bonds are required.
4. TERO – Contractor shall include 1.5% TERO fee in proposal.
5. The Owner is not subject to federal, state and city taxes. The contractor/bidder will not be required to directly pay federal and state taxes.
6. Pricing shall include a minimum one-year warranty on all labor and material warranties as provided by manufacturer.
7. Contractor shall participate in 11th-month warranty inspection.

X. Notice Regarding Additional Provisions:

1. The successful Bidder and Bad River Band shall enter in an Agreement similar to that found in Appendix D for the services, prices, and terms covered in this RFP.
2. All documents developed in accordance with the Agreement shall be property of the Owner.
3. Neither the Owner's property nor the services under the Agreement are lienable, since the Project is a public project (state lien laws do not apply on Federal Trust land).
4. The contract is not a Federal contract, and therefore the Owner is responsible for compliance and enforcement of the agreement.
5. Davis Bacon Wage Rates are required for all construction (see Appendix for wage determination).
6. Successful Bidder will be required to submit a TERO Compliance Plan in accordance with Appendix E.
7. The Indian Health Service will serve as the "technical representative" for this project and contribute the following on behalf of the Owner:
   A. Review and recommendation of proposals.
   B. Participation in design and pre-construction meeting and progress meetings (as applicable).
   C. Review and approval of submittals, pay requests, and change orders.
   D. Site inspections including a final inspection of work completed to determine if any punchlist items or warranty items exist and need to be corrected.

XI. Proposals to Include:

Proposals shall include at minimum the following items to be considered responsive:

1. Signed Bid Schedule – Appendix C
2. Qualifications as outlined above.
3. Proof of liability insurance in accordance with attached Appendix D
4. Indian Preference Documentation (if applicable)
5. Site Visit: Contractor must contractor must coordinate a site visit through Owner's contact listed above for proposal to be considered responsive.

XII. Submission and Review of Proposals:

Proposals shall be submitted to Bad River Band of Lake Superior Chippewa, Chief Blackbird Center, ATTN: Executive Secretary, by **Thursday, December 10, 2026 at 4:30 pm** by certified mail, email, or personal delivery. The Chief Blackbird Center is located at: P.O. Box 39, 72682 Maple Street, Odanah, WI 54806.

Plainly mark the outside of the envelope containing the Proposal with the following notation, 'Proposal Enclosed: Men's Recovery

XIII. Evaluation of Proposals:

The following will be considered in selecting a bidder/contractor to complete the work:

1. Qualifications
2. Experience in Similar Projects
3. Overall Cost
4. Indian Preference

XIV. Proposal Acceptance:

Bid Form: Proposals shall include a copy of the bid schedule as attached in the Appendix C. An authorized representative of the contractor/bidder must sign the bid form.

Proposal Review and Award: Proposals based on this RFP will be used by the Owner as a basis for comparison. A selection will be made based on the actual services proposed to be provided and the extent of the tasks for the cost. The Owner reserves the right to accept and/or reject any and all proposals, to waive any and all informalities and/or irregularities in bid proposals submitted during the bidding process, to award the Contract to a Bidder which is not the lowest Bidder, to make a partial award, and/or to negotiate the Construction Contract with regard to possible modifications to the proposed scope of work prior to the award of a contract. The Owner also reserves the right to amend the scope of work based on the results of previously completed work. Owner may negotiate the amount of work to be completed based on available funding.

Proposal Withdrawal: Bid prices shall be guaranteed for a minimum of sixty (60) days from the bid due date. Proposals may not be withdrawn for a period of sixty (60) days after the time established for receipt of proposals. Bidders may withdraw at any time prior to the time set for the receipt of proposals.

ATTACHMENTS TO THIS REQUEST FOR PROPOSALS:

Appendix A – Wage Determination
Appendix B – Existing and Proposed
Appendix C – Bid Schedule
Appendix D – Construction Contract including General and Supplementary Conditions.
Appendix E – TERO Compliance

"General Decision Number: WI20260011 05/18/2026

State: Wisconsin

Construction Types: Building

Counties: Wisconsin Counties of
Adams, Ashland, Barron, Bayfield,
Buffalo, Burnett, Clark, Columbia,
Crawford, Dodge, Door, Dunn, Florence,
Fond Du Lac, Forest, Grant, Green, Green
Lake, Iowa, Iron, Jackson, Jefferson,
Juneau, Kewaunee, Lafayette, Langlade,
Lincoln, Manitowoc, Marinette,
Marquette, Menominee, Monroe, Oconto,
Oneida, Pepin, Polk, Portage, Price,
Richland, Rusk, Sauk, Sawyer, Shawano,
Taylor, Trempealeau, Vernon, Vilas,
Walworth, Washburn, Waupaca, Waushara
and Wood

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0019-002 06/01/2025

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS. INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS FROM MECHANICAL SYSTEMS WHETHER THEY CONTAIN ASBESTOS OR NOT (COLUMBIA, CRAWFORD, DODGE, GRANT, GREEN, IOWA, JEFFERSON, JUNEAU, LAFAYETTE, MARQUETTE, MONROE, RICHLAND, SAUK, VERNON, AND WALWORTH COUNTIES).....	$ 45.88	38.15

ASBE0034-005 06/09/2025

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS; PROTECTIVE COATINGS, COVERINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS. INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS FROM MECHANICAL SYSTEMS WHETHER THEY CONTAIN ASBESTOS OR NOT (BARRON, BUFFALO, DUNN, PEPIN, AND POLK COUNTIES).....	$ 55.34	34.03

ASBE0049-003 05/01/2025

	Rates	Fringes

ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS; PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS. INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS FROM MECHANICAL SYSTEMS WHETHER THEY CONTAIN ASBESTOS OR NOT (ASHLAND, BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES).....$ 49.17 23.83

ASBE0127-002 06/01/2025

	Rates	Fringes
HEAT AND FROST INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS; AND THE APPLICATION OF FIRESTOPPING MATERIAL IN WALLS, FLOORS, CEILINGS. INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS FROM MECHANICAL SYSTEMS WHETHER THEY CONTAIN ASBESTOS OR NOT (ADAMS, CLARK, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JACKSON, KEWAUNEE,.....	$ 45.24	30.56

BOIL0107-001 01/01/2025

	Rates	Fringes
BOILERMAKER (BOILERMAKER).....	$ 46.52	34.63

BRWI0001-003 06/01/2025

	Rates	Fringes
BRICKLAYER & TILE SETTER (CRAWFORD,JUNEAU, MONROE,TREMPEALEAU, AND VERNON COUNTIES).....	$ 40.09	28.10

BRWI0002-003 06/01/2025

	Rates	Fringes
BRICKLAYER: CEMENT MASON/CONCRETE FINISHER (ASHLAND, BURNETT, IRON, WASHBURN).....	$ 46.01	29.31
BRICKLAYER: BRICKLAYER, TILE SETTER (ASHLAND, BURNETT, IRON, WASHBURN).....	$ 48.60	29.31

BRWI0002-004 06/01/2025

	Rates	Fringes
BRICKLAYER: BRICKLAYER & TILE SETTER (BAYFIELD COUNTY).....	$ 48.60	29.31

BRWI0003-001 06/01/2024

	Rates	Fringes
BRICKLAYER: BRICKLAYER, CEMENT MASON, TILE SETTER (DOOR, KEWAUNEE, FLORENCE, FOND DU LAC, GREEN LAKE, MANITOWOC, MARINETTE, MARQUETTE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA COUNTIES).....	$ 38.45	27.41

BRWI0004-003 06/01/2025

	Rates	Fringes
TILE SETTER (WALWORTH COUNTY).....	$ 39.19	28.90
CEMENT MASON/CONCRETE FINISHER (WALWORTH COUNTY)....	$ 40.50	28.90
BRICKLAYER (WALWORTH COUNTY).....	$ 44.71	28.90

BRWI0006-001 06/01/2025

	Rates	Fringes
BRICKLAYER: BRICKLAYER,CEMENT MASON,TILE SETTER (ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MENOMINEE, ONEIDA, PORTAGE, TAYLOR, VILAS AND WOOD COUNTIES)	$ 39.36	28.83

BRWI0006-004 06/01/2025

	Rates	Fringes
BRICKLAYER & TILE SETTER (PRICE COUNTY)	$ 39.36	28.83

BRWI0007-003 06/01/2025

	Rates	Fringes
BRICKLAYER & TILE SETTER (GREEN AND LAFAYETTE COUNTIES)	$ 40.34	29.49

BRWI0013-003 06/01/2025

	Rates	Fringes
TILE LAYER (GRANT, IOWA, AND RICHLAND COUNTIES)	$ 38.39	29.79
BRICKLAYER (GRANT, IOWA, AND RICHLAND COUNTIES)	$ 41.17	28.66

BRWI0019-004 06/01/2025

	Rates	Fringes
BRICKLAYER: BRICKLAYER, CEMENT MASON, TILE LAYER (BARRON, BURNETT (SOUTHERN HALF), DUNN, PEPIN, POLK, RUSK, AND WASHBURN (SOUTHERN HALF) COUNTIES)	$ 39.50	28.69

BRWI0019-005 06/01/2025

	Rates	Fringes
BRICKLAYER & TILE SETTER (SAWYER COUNTY)	$ 39.50	28.69

BRWI0021-001 06/01/2025

	Rates	Fringes
BRICKLAYER: BRICKLAYER, CEMENT MASON, TILE LAYER (DODGE AND JEFFERSON COUNTIES)	$ 40.14	29.67

BRWI0034-001 06/01/2025

	Rates	Fringes
BRICKLAYER: BRICKLAYER, CEMENT MASON, TILE LAYER (COLUMBIA AND SAUK COUNTIES)	$ 41.17	28.66

CARP0068-013 05/05/2025

	Rates	Fringes
CARPENTER: INCLUDING DRYWALL HANGING, ACOUSTICAL WORK (BURNETT (WEST OF HIGHWAY 48) AND POLK(WEST OF HIGHWAYS 35, 48 & 65) COUNTIES)	$ 48.54	28.84

CARP0310-007 06/01/2025

	Rates	Fringes
PILEDRIVERMAN (ADAMS, BAYFIELD (EASTERN 2/3), FOREST, IRON, ONEIDA, PORTAGE, PRICE, SHAWANO (WESTERN PORTION OF THE COUNTY), TAYLOR, VILAS, AND WOOD COUNTIES)	$ 41.43	29.99
CARPENTER: INCLUDING ACOUSTICAL WORK & DRYWALL HANGING (ADAMS, BAYFIELD (EASTERN 2/3), FOREST,		

IRON, ONEIDA, PORTAGE, PRICE, SHAWANO (WESTERN
PORTION OF THE COUNTY), TAYLOR, VILAS, AND WOOD
COUNTIES).....$ 41.43 29.99

CARP0310-008 06/01/2025

Rates Fringes

CABINET INSTALLER: INCLUDING ACOUSTICAL WORK &
DRYWALL HANGING (ASHLAND COUNTY).....$ 41.43 29.99

CARP0314-006 06/02/2025

Rates Fringes

CARPENTER, INCLUDING DRYWALL HANGING, ACOUSTICAL
WORK: PILEDRIVERMAN (COLUMBIA, DODGE, GRANT, GREEN,
IOWA, JEFFERSON, LAFAYETTE, RICHLAND, SAUK, AND
WALWORTH COUNTIES).....$ 44.45 28.78

CARP0361-006 05/05/2025

Rates Fringes

CARPENTERS: INCLUDING DRYWALL HANGING, ACOUSTICAL
WORK (BAYFIELD COUNTY (WEST OF HWY 63)).....$ 40.79 27.90

CARP0731-006 06/01/2025

Rates Fringes

PILEDRIVERMAN (FOND DU LAC (EASTERN PORTION OF THE
COUNTY) AND MANITOWOC COUNTIES).....$ 41.43 29.99
CARPENTER: INCLUDING ACOUSTICAL WORK & DRYWALL
HANGING (FOND DU LAC (EASTERN PORTION OF THE
COUNTY) AND MANITOWOC COUNTIES).....$ 41.43 29.99

CARP0955-004 06/01/2025

Rates Fringes

PILEDRIVERMAN (FOND DU LAC (WESTERN PORTION OF THE
COUNTY), GREEN LAKE, MARQUETTE, WAUPACA, AND
WAUSHARA COUNTIES).....$ 41.43 29.99
CARPENTER: INCLUDING ACOUSTICAL WORK & DRYWALL
HANGING (FOND DU LAC (WESTERN PORTION OF THE
COUNTY), GREEN LAKE, MARQUETTE, WAUPACA, AND
WAUSHARA COUNTIES).....$ 41.43 29.99

CARP1056-004 06/01/2024

Rates Fringes

MILLWRIGHT (ADAMS, ASHLAND, BARRON, BAYFIELD
(EASTERN 2/3), BUFFALO, BURNETT, CLARK, COLUMBIA,
CRAWFORD, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON,
JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LAFAYETTE,
LANGLADE, LINCOLN, MANITOWOC, MARINETTE, MARQUETTE,
MENOMINEE, MONROE, OCONTO, ONEIDA, PEPIN, POLK (E.
OF HWY. 35, 48 & 65), PORTAGE, PRICE, RICHLAND,
RUSK, SAUK, SAWYER, SHAWANO, TAYLOR, TREMPEALEAU,
VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA,
WAUSHARA.....$ 42.00 28.85

CARP1074-009 06/01/2025

Rates Fringes

PILEDRIVERMAN (BARRON, BURNETT (EAST OF HWY 48),
CLARK, DUNN, POLK (EAST OF HWY 35, 48, 65), RUSK,
SAWYER, AND WASHBURN COUNTIES).....$ 41.43 29.99

CARPENTER: INCLUDING ACOUSTICAL WORK & DRYWALL
HANGING (BARRON, BURNETT (EAST OF HWY 48), CLARK,
DUNN, POLK (EAST OF HWY 35, 48, 65), RUSK, SAWYER,
AND WASHBURN COUNTIES).....$ 41.43 29.99

CARP1143-006 06/01/2025

Rates Fringes
PILEDRIVERMAN (BUFALO, CRAWFORD, JACKSON, MONROE,
TREMPEALEAU, AND VERNON COUNTIES).....$ 41.43 29.99
CARPENTER: INCLUDING ACOUSTICAL WORK & DRYWALL
HANGING (BUFALO, CRAWFORD, JACKSON, MONROE,
TREMPEALEAU, AND VERNON COUNTIES).....$ 41.43 29.99

CARP1146-006 06/01/2025

Rates Fringes
PILEDRIVERMAN (DOOR, FLORENCE (EXCEPT AREA
BORDERING MICHIGAN), KEWAUNEE, MARINETTE (EXCEPT
N.E. CORNER), MENOMINEE, OCONTO, AND SHAWANO
(WESTERN PORTION OF THE COUNTY) COUNTIES).....$ 41.43 29.99
CARPENTER: INCLUDING ACOUSTICAL WORK & DRYWALL
HANGING (DOOR, FLORENCE (EXCEPT AREA BORDERING
MICHIGAN), KEWAUNEE, MARINETTE (EXCEPT N.E.
CORNER), MENOMINEE, OCONTO, AND SHAWANO (WESTERN
PORTION OF THE COUNTY) COUNTIES).....$ 41.43 29.99

CARP1348-006 05/01/2025

Rates Fringes
MILLWRIGHT (BAYFIELD COUNTY (WESTERN 1/3)).....$ 41.90 29.51

ELEC0014-001 05/25/2025

Rates Fringes
ELECTRICIAN (ASHLAND, BARRON, BAYFIELD, BUFFALO,
BURNETT, CHIPPEWA, CLARK (EXCEPT COLBY, FREMONT,
LYNN, MARYVILLE, SHERMAN, SHERWOOD, UNITY),
CRAWFORD, DUNN, GRANT, IRON, JACKSON, MONROE,
PEPIN, POLK, PRICE, RICHLAND, RUSK, SAWYER, TAYLOR,
TREMPEALEAU, VERNON, AND WASHBURN COUNTIES).....$ 44.29 25.21

ELEC0014-005 05/25/2025

Rates Fringes
ELECTRICIANS: TELEDATA SYSTEM INSTALLER/TECHNICIAN.
LOW VOLTAGE CONSTRUCTION, INSTALLATION, MAINTENANCE
AND REMOVAL OF TELEDATA FACILITIES (VOICE, DATA,
AND VIDEO) INCLUDING OUTSIDE PLANT, TELEPHONE AND
DATA INSIDE WIRE, INTERCONNECT, TERMINAL EQUIPMENT,
CENTRAL OFFICES, PABX, FIBER OPTIC CABLE AND
EQUIPMENT, MICRO WAVES, V-SAT, BYPASS, CATV, WAN
(WIDE AREA NETWORKS), LAN (LOCAL AREA NETWORKS),
AND ISDN (INTEGRATED SYSTEMS DIGITAL NETWORK).....$ 31.17 20.08

ELEC0158-007 05/25/2025

Rates Fringes
ELECTRICIANS: (DOOR, KEWAUNEE, MANITOWOC (EXCEPT
SCHLESWIG), MARINETTE(WAUSUAKEE AND AREA SOUTH
THEREOF), OCONTO, MENOMINEE (EAST OF A INE 6 MILES
WEST OF THE WEST BOUNDARY OF OCONTO COUNTY),
SHAWANO (EXCEPT AREA NORTH OF TOWNSHIPS OF ANIWA
AND HUTCHINS) COUNTIES).....$ 42.00 23.93

ELEC0159-001 05/26/2024

	Rates	Fringes
ELECTRICIANS: (COLUMBIA, DODGE (WEST OF HWY 26 EXCEPT CHESTER AND EMMET TWPS), GREEN LAKE COUNTY (EXCEPT TOWNSHIPS OF BERLIN, SENECA & ST. MARIE), IOWA, MARQUETTE COUNTY (EXCEPT TOWNSHIPS OF NESHKOKA, CRYSTAL LAKE, NEWTON, AND SPRINGFIELD), AND SAUK COUNTIES)	$ 48.55	25.91

ELEC0219-006 06/01/2019

	Rates	Fringes
ELECTRICIAN: ELECTRICAL CONTRACTS UNDER $180,000 (FLORENCE COUNTY (TOWNSHIPS OF AURORA, COMMONWEALTH, FERN, FLORENCE AND HOMESTEAD) AND MARINETTE COUNTY (TOWNSHIP OF NIAGARA))	$ 31.75	21.73
ELECTRICIAN: ELECTRICAL CONTRACTS OVER $180,000 (FLORENCE COUNTY (TOWNSHIPS OF AURORA, COMMONWEALTH, FERN, FLORENCE AND HOMESTEAD) AND MARINETTE COUNTY (TOWNSHIP OF NIAGARA))	$ 33.94	21.80

ELEC0388-004 06/01/2024

	Rates	Fringes
ELECTRICIAN (ADAMS, CLARK (COLBY, FREEMONT, LYNN, MAYVILLE, SHERMAN, SHERWOOD, UNITY), FOREST, JUNEAU, LANGLADE, LINCOLN, MARINETTE (BEECHER, DUNBAR, GOODMAN & PEMBINE), MENOMINEE (AREA WEST OF A LINE 6 MILES WEST OF THE WEST BOUNDARY OF OCONTO COUNTY), ONEIDA, PORTAGE, SHAWANO (ANIWA AND HUTCHINS), VILAS AND WOOD COUNTIES)	$ 40.19	22.90

ELEC0494-010 06/01/2025

	Rates	Fringes
ELECTRICIAN (DODGE COUNTY (AREA EAST OF HWY 26 INCLUDING ALL OF CHESTER TOWNSHIP, BUT EXCLUDING EMMET TOWNSHIP), FOND DU LAC (EXCEPT WAUPUN), AND MANITOWOC (SCHLESWIG) COUNTIES)	$ 45.20	25.27

ELEC0494-014 06/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN (DODGE (AREA EAST OF HWY 26 INCLUDING CHESTER TWP BUT EXCLUDING EMMET TWP), FOND DU LAC (EXCEPT WAUPUN), AND MANITOWOC (SCHLESWIG) COUNTIES)	$ 37.13	21.58
SOUND & COMMUNICATIONS: INSTALLER (DODGE (AREA EAST OF HWY 26 INCLUDING CHESTER TWP BUT EXCLUDING EMMET TWP), FOND DU LAC (EXCEPT WAUPUN), AND MANITOWOC (SCHLESWIG) COUNTIES)	$ 37.13	21.58

ELEC0577-001 06/01/2025

	Rates	Fringes
ELECTRICIAN (GREEN LAKE (N. PART INCLUDING TWPS OF BERLIN, ST MARIE, AND SENECA), MARQUETTE (N. PART INCLUDING TWPS OF CRYSTAL LAKE, NESHKORO, NEWTON, AND SPRINGFIELD), WAUPACA, AND WAUSHARA COUNTIES,)	$ 41.76	23.65

ELEC0890-005 06/01/2024

	Rates	Fringes
ELECTRICIAN (DODGE (EMMET TOWNSHIP ONLY), GREEN,		

JEFFERSON, LAFAYETTE, AND WALWORTH COUNTIES).....$ 43.65 23.59

ENGI0139-004 06/02/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT (6) FORKLIFT. HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION: $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION: $2.00 PER HOUR EPA LEVEL ""C"" PROTECTION: $1.00 PER HOUR.....	$ 41.60	27.89
OPERATOR: POWER EQUIPMENT (4) HYDRAULIC CRANE, 10 TONS OR LESS. HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION: $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION: $2.00 PER HOUR EPA LEVEL ""C"" PROTECTION: $1.00 PER HOUR.....	$ 45.20	27.89
OPERATOR: POWER EQUIPMENT (3) TRAVELLING CRANE (BRIDGE TYPE). HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION: $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION: $2.00 PER HOUR EPA LEVEL ""C"" PROTECTION: $1.00 PER HOUR.....	$ 45.73	27.89
OPERATOR: POWER EQUIPMENT (2) CRANES, TOWER CRANES WITH OR W/O ATTACHMENTS 100 TONS OR LESS; CRANES, TOWER CRANES WITH BOOM, LEADS, AND OR JIB LENGTHS 175 FT OR LESS HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION: $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION: $2.00 PER HOUR EPA LEVEL ""C"" PROTECTION: $1.00 PER HOUR.....	$ 49.28	27.89
OPERATOR: POWER EQUIPMENT (1) CRANES, TOWER CRANES WITH OR W/O ATTACHMENTS OVER 100 TONS; CRANES, TOWER CRANES WITH BOOM, LEADS AND OR JIB LENGTH 176 FT OR LONGER HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION: $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION: $2.00 PER HOUR EPA LEVEL ""C"" PROTECTION: $1.00 PER HOUR.....	$ 50.53	27.89

IRON0008-012 06/01/2025

	Rates	Fringes
IRONWORKER (CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMIE, SHAWANO AND WALWORTH (NORTHEASTERN PART) COUNTIES).....	$ 44.66	33.67

IRON0383-004 06/01/2025

	Rates	Fringes
IRONWORKER (ADAMS, COLUMBIA, CRAWFORD, DODGE, FLORENCE, FOREST, GRANT, GREENE (EXCEPT S.E. TIP), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES).....	$ 44.00	32.66

IRON0498-007 06/01/2025

	Rates	Fringes
IRONWORKER (GREEN (S.E. 1/3) AND WALWORTH (EXCEPT N.E. PART) COUNTIES).....	$ 48.74	49.65

IRON0512-009 05/01/2025

	Rates	Fringes
IRONWORKER (BARRON, BUFFALO, CLARK, DUNN, JACKSON, PEPIN, POLK, RUSK, TAYLOR AND TREMPEALEAU COUNTIES).	$ 46.35	36.86

IRON0512-023 05/01/2025

	Rates	Fringes
IRONWORKER (ASHLAND, BAYFIELD, BURNETT, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES)	$ 42.89	36.86

LABO0140-003 06/01/2025

	Rates	Fringes
LABORER: ASBESTOS/HAZARDOUS MATERIAL REMOVER, PREPARATION, REMOVAL AND ENCAPSULATION OF HAZARDOUS MATERIALS FROM NON-MECHANICAL SYSTEMS (BUFFALO, CRAWFORD, GRANT, JACKSON, JUNEAU, MONROE, RICHLAND, TREMPEALEAU (SOUTHERN PART), AND VERNON COUNTIES)	$ 36.65	19.97
LABORER, GENERAL (BUFFALO, CRAWFORD, GRANT, JACKSON, JUNEAU, MONROE, RICHLAND, TREMPEALEAU (SOUTHERN PART), AND VERNON COUNTIES)	$ 37.70	19.97

LABO0268-005 06/02/2025

	Rates	Fringes
LABORER: ASBESTOS/HAZARDOUS MATERIAL REMOVER	$ 36.65	19.97
LABORER, GENERAL: AREA 3 (AREA 1: BARRON, CLARK (WEST 1/3), DUNN, PEPIN, POLK, RUSK TAYLOR (WEST 1/3) AREA 2: CLARK (EAST 2/3), LANGLADE, LINCOLN, ONEIDA, PRICE, TAYLOR (EAST 2/3), VILAS, WOOD AREA 3: BURNETT, IRON, SAWYER, WASHBURN)	$ 36.35	19.97
LABORER, GENERAL: AREA 2 (AREA 1: BARRON, CLARK (WEST 1/3), DUNN, PEPIN, POLK, RUSK TAYLOR (WEST 1/3) AREA 2: CLARK (EAST 2/3), LANGLADE, LINCOLN, ONEIDA, PRICE, TAYLOR (EAST 2/3), VILAS, WOOD AREA 3: BURNETT, IRON, SAWYER, WASHBURN)	$ 37.05	19.97
LABORER, GENERAL: AREA 1 (AREA 1: BARRON, CLARK (WEST 1/3), DUNN, PEPIN, POLK, RUSK TAYLOR (WEST 1/3) AREA 2: CLARK (EAST 2/3), LANGLADE, LINCOLN, ONEIDA, PRICE, TAYLOR (EAST 2/3), VILAS, WOOD AREA 3: BURNETT, IRON, SAWYER, WASHBURN)	$ 37.70	19.97

LABO0330-001 06/01/2025

	Rates	Fringes
LABORERS, GENERAL (DODGE, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, PORTAGE, SHAWANO, WAUPACA,WAUSHARA)	$ 37.05	19.97
LABORER: ASBESTOS/HAZARDOUS MATERIAL REMOVER, PREPARATION, REMOVAL, ENCAPSULATION OF HAZARDOUS MATERIALS FROM NON-MECHANICAL SYSTEMS (DODGE, DOOR, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, PORTAGE, SHAWANO, WAUPACA,WAUSHARA)	$ 36.65	19.97

LABO0464-005 06/01/2025

	Rates	Fringes
LABORER: ASBESTOS/HAZARDOUS MATERIAL REMOVER, PREPARATION, REMOVAL, ENCAPSULATION OF HAZARDOUS MATERIALS FROM NON-MECHANICAL SYSTEMS (ADAMS, COLUMBIA, GREEN, IOWA, JEFFERSON, LAFAYETTE, SAUK, AND WALWORTH COUNTIES) (Remaining Area)	$ 36.65	19.97
LABORER: ASBESTOS/HAZARDOUS MATERIAL REMOVER, PREPARATION, REMOVAL, ENCAPSULATION OF HAZARDOUS MATERIALS FROM NON-MECHANICAL SYSTEMS (ADAMS,		

COLUMBIA, GREEN, IOWA, JEFFERSON, LAFAYETTE, SAUK,
AND WALWORTH COUNTIES) (Adams County).....$ 36.65 19.97
LABORER, GENERAL: REMAINING AREA (ADAMS, COLUMBIA,
GREEN, IOWA, JEFFERSON, LAFAYETTE, SAUK, AND
WALWORTH COUNTIES).....$ 37.70 19.97
LABORER, GENERAL: ADAMS COUNTY (ADAMS, COLUMBIA,
GREEN, IOWA, JEFFERSON, LAFAYETTE, SAUK, AND
WALWORTH COUNTIES).....$ 37.05 19.97

LABO0464-008 06/01/2025

	Rates	Fringes
LANDSCAPE LABORER	$ 21.52	18.94

LABO1091-001 05/01/2025

	Rates	Fringes
LABORER: ASBESTOS/HAZARDOUS MATERIAL REMOVER: PREPARATION, REMOVAL, ENCAPSULATION OF HAZARDOUS MATERIALS FROM NON-MECHANICAL SYSTEMS (BAYFIELD (WEST OF COUNTY TRUNK A INCLUDING THE IRON RIVER NATIONAL FISH HATCHERY AND GREAT LAKES TRANSMISSION CO., STATION 6) COUNTY)	$ 37.04	23.47
LABORER, GENERAL (BAYFIELD (WEST OF COUNTY TRUNK A INCLUDING THE IRON RIVER NATIONAL FISH HATCHERY AND GREAT LAKES TRANSMISSION CO., STATION 6) COUNTY)	$ 36.04	23.47

LABO1091-002 05/01/2025

	Rates	Fringes
LABORER: ASBESTOS/HAZARDOUS MATERIAL REMOVER: PREPARATION, REMOVAL, ENCAPSULATION OF HAZARDOUS MATERIALS FROM NON-MECHANICAL SYSTEMS (ASHLAND & BAYFIELD (EAST OF COUNTY TRUNK A EXCLUSIVE OF THE IRON RIVER NATIONAL FISH HATCHERY AND GREAT LAKES TRANSMISSION CO., STATION 6) COUNTIES)	$ 35.59	23.47
LABORER, GENERAL (ASHLAND & BAYFIELD (EAST OF COUNTY TRUNK A EXCLUSIVE OF THE IRON RIVER NATIONAL FISH HATCHERY AND GREAT LAKES TRANSMISSION CO., STATION 6) COUNTIES)	$ 34.59	23.47

PLAS0599-003 06/01/2025

	Rates	Fringes
PLASTERER (PEPIN COUNTY)	$ 39.75	25.10
CEMENT MASON/CONCRETE FINISHER (PEPIN COUNTY)	$ 37.25	27.84

PLAS0599-007 06/01/2025

	Rates	Fringes
PLASTERER (BUFFALO, CRAWFORD, JACKSON, JUNEAU, MONROE, POLK, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES)	$ 39.75	25.10
CEMENT MASON/CONCRETE FINISHER (BUFFALO, CRAWFORD, JACKSON, JUNEAU, MONROE, POLK, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES)	$ 37.25	27.84

PLAS0599-011 06/01/2025

	Rates	Fringes
PLASTERER (GRANT, GREEN, IOWA, AND LAFAYETTE COUNTIES)	$ 39.89	28.04
CEMENT MASON/CONCRETE FINISHER (GRANT, GREEN, IOWA, AND LAFAYETTE COUNTIES)	$ 43.27	25.69

PLAS0633-046 05/01/2025

	Rates	Fringes
PLASTERER (BAYFIELD, PRICE, AND SAWYER COUNTIES)	$ 40.84	25.66
CEMENT MASON/CONCRETE FINISHER (BAYFIELD, PRICE, AND SAWYER COUNTIES)	$ 47.22	31.90

PLAS0633-046 06/01/2025

	Rates	Fringes
PLASTERER (BAYFIELD, PRICE, AND SAWYER COUNTIES)	$ 40.84	25.66
CEMENT MASON/CONCRETE FINISHER (BAYFIELD, PRICE, AND SAWYER COUNTIES)	$ 47.22	31.90

PLUM0011-009 05/06/2024

	Rates	Fringes
PLUMBER/PIPEFITTER: INCLUDING HVAC WORK (ASHLAND BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES)	$ 49.32	27.18

PLUM0075-006 06/01/2025

	Rates	Fringes
PLUMBER: INCLUDING HVAC WORK (DODGE (WATERTOWN), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES)	$ 60.05	27.90

PLUM0075-008 06/01/2025

	Rates	Fringes
PLUMBER: INCLUDING HVAC WORK (COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES)	$ 60.57	27.34

PLUM0118-003 06/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER: INCLUDING HVAC WORK (WALWORTH COUNTY)	$ 57.35	29.37

PLUM0400-002 06/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER, INCLUDING HVAC WORK (ADAMS, CALUMET, DODGE (EXCEPT WATERTOWN), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (EXCEPT NIAGARA), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES) ((2) All other work)	$ 53.23	23.40
PLUMBER/PIPEFITTER, INCLUDING HVAC WORK (ADAMS, CALUMET, DODGE (EXCEPT WATERTOWN), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (EXCEPT NIAGARA), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES) ((1) Small buildings (except industrial and power plants) where plumbing or heating is $50,000 or less)	$ 50.02	23.29

PLUM0434-004 06/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER: INCLUDING HVAC WORK (BARRON, BUFFALO, CLARK, CRAWFORD, DUNN, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LANGLADE, LINCOLN, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, TAYLOR, TREMPEALEAU, VERNON, VILAS, AND WOOD		

COUNTIES).....$ 50.94 25.98

PLUM0601-006 06/01/2025

	Rates	Fringes
PIPEFITTER: INCLUDING HVAC WORK (DODGE (WATERTOWN), GREEN, JEFFERSON, AND LAFAYETTE COUNTIES).....	$ 58.92	31.34

PLUM0601-008 06/01/2025

	Rates	Fringes
PIPEFITTER: INCLUDING HVAC WORK (COLUMBIA, IOWA, MARQUETTE, RICHLAND, AND SAUK COUNTIES).....	$ 60.13	30.16

SHEE0010-031 05/01/2025

	Rates	Fringes
SHEET METAL WORKER (ASHLAND, BAYFIELD AND IRON COUNTIES).....	$ 40.43	29.99

SHEE0010-035 06/05/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)....	$ 31.97	20.67

SHEE0018-003 06/01/2025

	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC WORK (FOND DU LAC AND MANITOWOC COUNTIES).....	$ 45.07	31.04

SHEE0018-004 06/01/2025

	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC WORK (ADAMS, DOOR, FLORENCE, FOREST, GREEN LAKE, KEWAUNEE, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, SHAWANO, WAUPACA, AND WAUSHARA COUNTIES).....	$ 46.47	31.33

SHEE0018-014 06/01/2025

	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC WORK (DODGE AND JEFFERSON COUNTIES).....	$ 58.03	29.98

SHEE0018-015 09/01/2025

	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC WORK (WALWORTH COUNTY).....	$ 48.92	38.21

SHEE0018-017 06/01/2025

	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC WORK (GREEN AND IOWA COUNTIES).....	$ 48.51	35.86

SHEE0018-022 06/01/2025

	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC WORK (BARRON, BUFFALO, BURNETT, CLARK, DUNN, JACKSON, PEPIN, POLK, PRICE, RUSK, SAWYER, TAYLOR, TREMPEALEAU, AND WASHBURN COUNTIES).....	$ 42.00	31.56

SHEE0018-023 06/02/2025

	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC WORK (COLUMBIA AND SAUK COUNTIES)	$ 51.92	34.78

SHEE0018-024 06/01/2025

	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC WORK (CRAWFORD, GRANT, JUNEAU, MONROE, RICHLAND, AND VERNON COUNTIES)	$ 45.63	29.02

SHEE0018-036 05/26/2025

	Rates	Fringes
SHEET METAL WORKER: INCLUDING HVAC WORK (LANGLADE, LINCOLN, ONEIDA, PORTAGE, AND WOOD COUNTIES)	$ 42.90	32.47

SUWI2002-001 01/23/2002

	Rates	Fringes
TRUCK DRIVER (3-AXLE)	$ 15.28	4.78
ROOFER	$ 15.52	3.21
POWER EQUIPMENT OPERATOR (FRONT END LOADER)	$ 23.36	4.61
POWER EQUIPMENT OPERATOR (EXCAVATOR)	$ 17.37	7.45
POWER EQUIPMENT OPERATOR (BACKHOE)	$ 17.45	7.61
PAINTERS: SPRAY	$ 13.72	2.25
PAINTERS: (BRUSH & ROLLER (EXCLUDING DRYWALL FINISHING))	$ 14.64	2.55
GLAZIER	$ 20.21	1.86
FENCE INSTALLERS	$ 15.00	2.37

TEAM0346-003 05/01/2025

	Rates	Fringes
TRUCK DRIVER: 2 AXLE TRUCKS (ASHLAND, BAYFIELD, BURNETT, SAWYER & WASHINGTON COUNTIES)	$ 35.79	24.13

TEAM0662-002 06/01/2025

	Rates	Fringes
TRUCK DRIVER: 3 OR MORE AXLES (ADAMS, BARRON, BUFFALO, CLARK , DOOR, DUNN, JACKSON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MENOMINEE, OCONTO, ONEIDA, PEPIN, POLK, PORTAGE, PRICE, RUSK, SHAWANO, TAYLOR, TEMPEALEAU, WAUPACA & WOOD COUNTIES)	$ 39.72	28.57
TRUCK DRIVER: 2 AXLE TRUCKS (ADAMS, BARRON, BUFFALO, CLARK , DOOR, DUNN, JACKSON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MENOMINEE, OCONTO, ONEIDA, PEPIN, POLK, PORTAGE, PRICE, RUSK, SHAWANO, TAYLOR, TEMPEALEAU, WAUPACA & WOOD COUNTIES)	$ 39.57	28.57

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

==========

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.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than
 SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for

those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ﷼SU﷼ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

﷼SU﷼ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ﷼SA﷼ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ﷼SA﷼ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

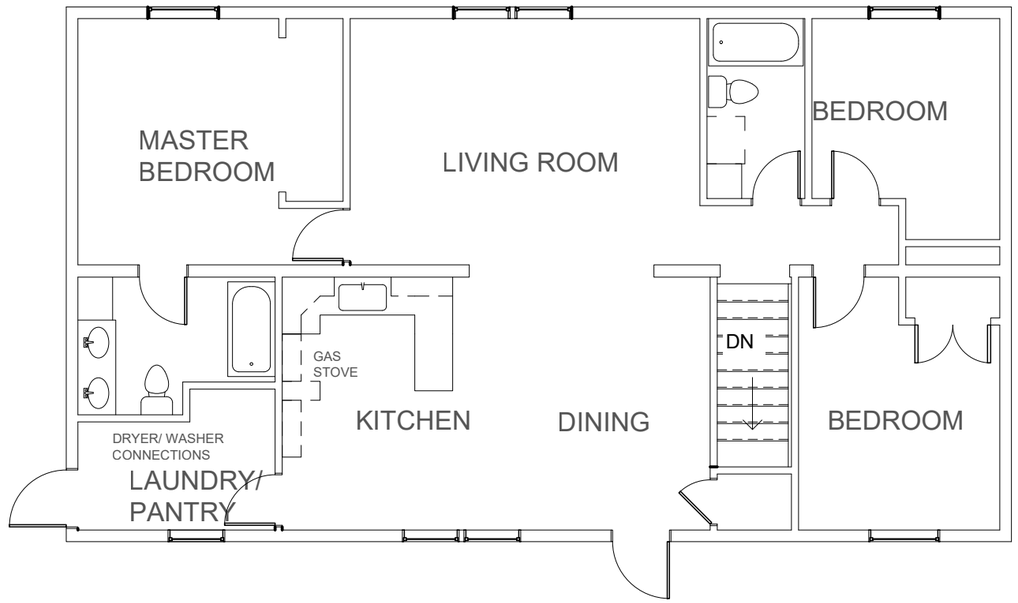
3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

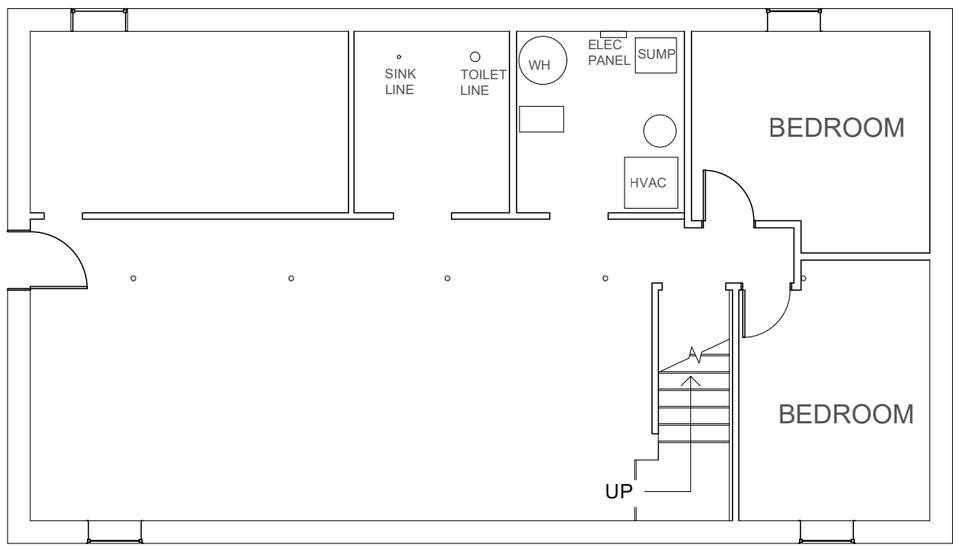
END OF GENERAL DECISION

"



1 AS-BUILT FIRST FLOOR PLAN

1/18" = 1'-0"



2 AS-BUILT BASEMENT PLAN

1/8" = 1'-0"

DATE	REVISIONS	INIT.

BEMIDJI AREA INDIAN HEALTH SERVICE
OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

SANITATION FACILITIES CONSTRUCTION
129 NORTH BROWN STREET RHINELANDER, WI 54501
(715)-365-5145

INDIAN HEALTH SERVICE 1955

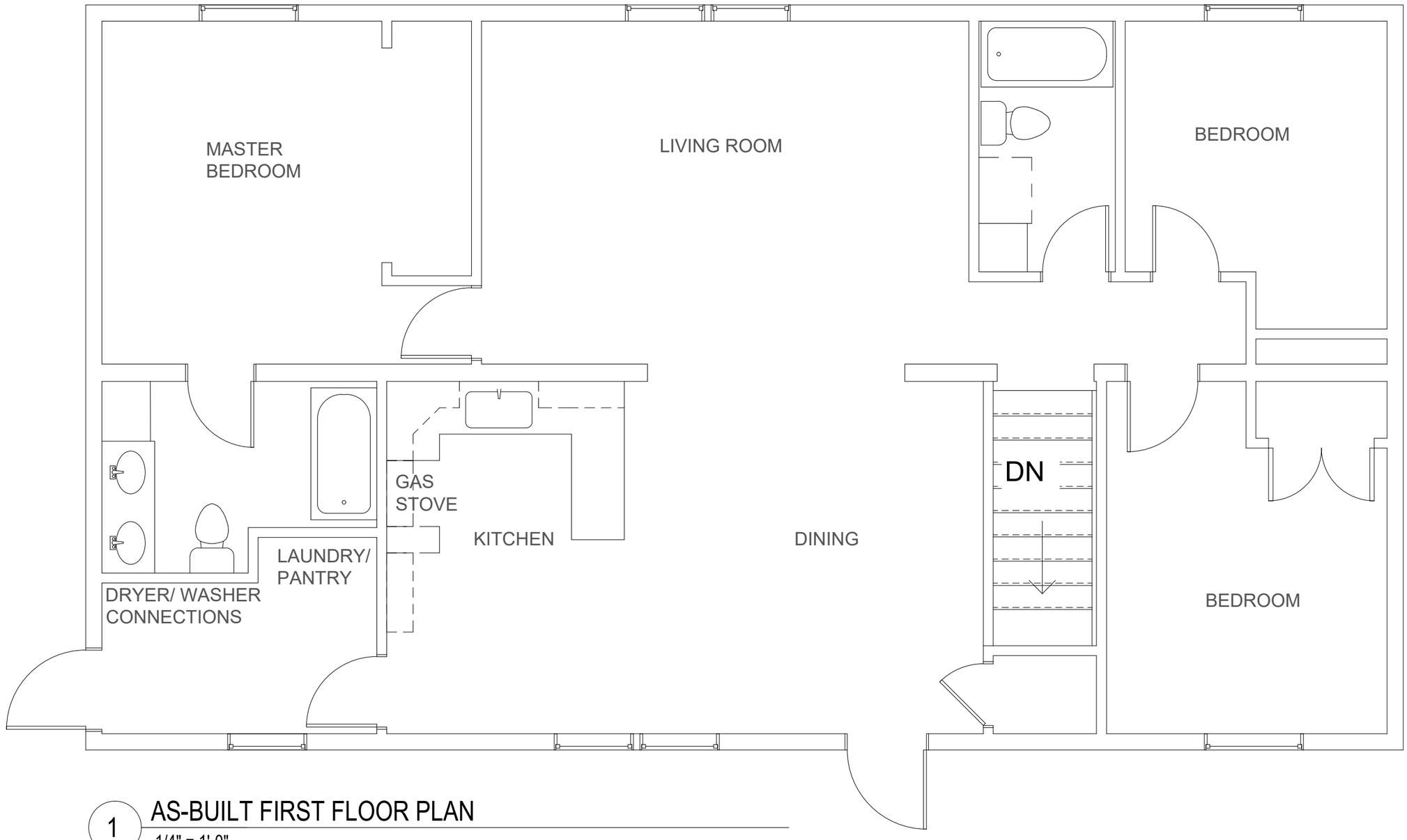
RECOVERY HOUSE
BAD RIVER INDIAN RESERVATION, WI
PUBLIC LAW 86-121

DRAWN BY: PCG
PROJ ENG: F.A.

FILE NAME: 2026 RECOVERY HOUSE
LAYOUT NAME: AS-BUILT
SCALE: 1/8" = 1'

SHEET
1

USER: pgawith FILE: N:\Facilities Tribal\Bad River\Projects\2026 Potential Mens Recovery House\2026 Recovery House.dwg 3/20/2026 - 9:59am



1 AS-BUILT FIRST FLOOR PLAN

1/4" = 1'-0"

DATE	REVISIONS	INIT.

BEMIDJI AREA INDIAN HEALTH SERVICE
OFFICE OF ENVIRONMENTAL
HEALTH & ENGINEERING

SANITATION FACILITIES CONSTRUCTION
129 NORTH BROWN STREET RHINELANDER, WI 54501
(715)-365-5145

INDIAN HEALTH SERVICE 1955

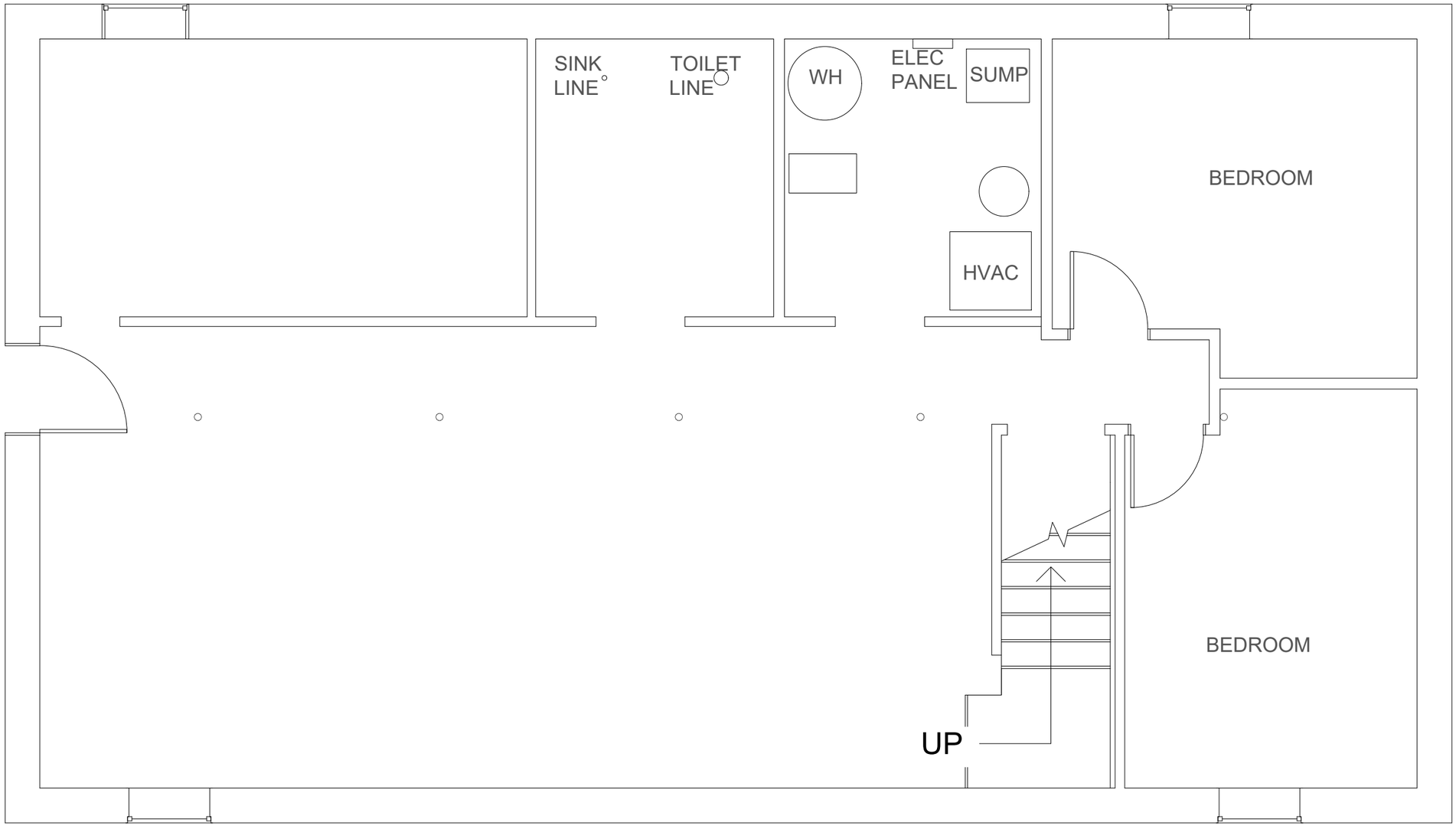
RECOVERY HOUSE
BAD RIVER INDIAN RESERVATION, WI
PUBLIC LAW 86-121

DRAWN BY: PCG
PROJ ENG: F.A.

FILE NAME: 2026 RECOVERY HOUSE
LAYOUT NAME: AS-BUILT
SCALE: 1/4" = 1'

SHEET
1

USER: pgawith FILE: H:\Reservations\BR\FACILITY PROJECTS\2026 Recovery House.dwg 3/31/2026 - 7:33am



2 AS-BUILT BASEMENT PLAN

1/4" = 1'-0"

REVISIONS	DATE	INIT.

BEMIDJI AREA INDIAN HEALTH SERVICE
OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

SANITATION FACILITIES CONSTRUCTION
129 NORTH BROWN STREET RHINELANDER, WI 54501
(715)-365-5145

INDIAN HEALTH SERVICE 1955

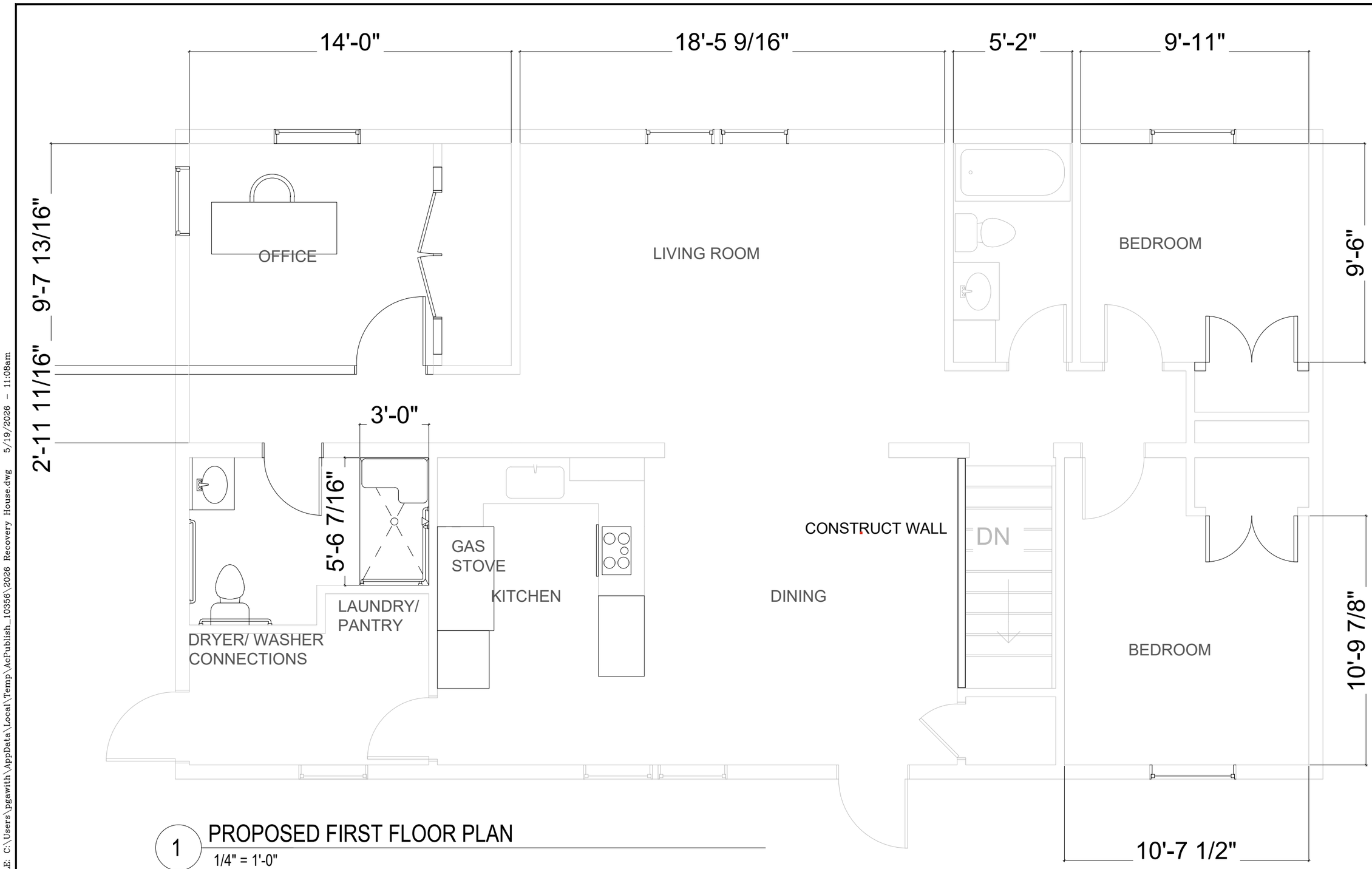
RECOVERY HOUSE
BAD RIVER INDIAN RESERVATION, WI
PUBLIC LAW 86-121

DRAWN BY: PCG
PROJ ENG: F.A.

FILE NAME: 2026 RECOVERY HOUSE
LAYOUT NAME: AS-BUILT
SCALE: 1/4" = 1'

SHEET
2

USER: pgawith FILE: H:\Reservations\BR\FACILITY PROJECTS\2026 Recovery House.dwg 3/31/2026 - 7:33am



1 PROPOSED FIRST FLOOR PLAN

1/4" = 1'-0"

REVISIONS	INIT.	DATE

BEMIDJI AREA INDIAN HEALTH SERVICE
OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

SANITATION FACILITIES CONSTRUCTION
129 NORTH BROWN STREET RHINELANDER, WI 54501
(715)-365-5145

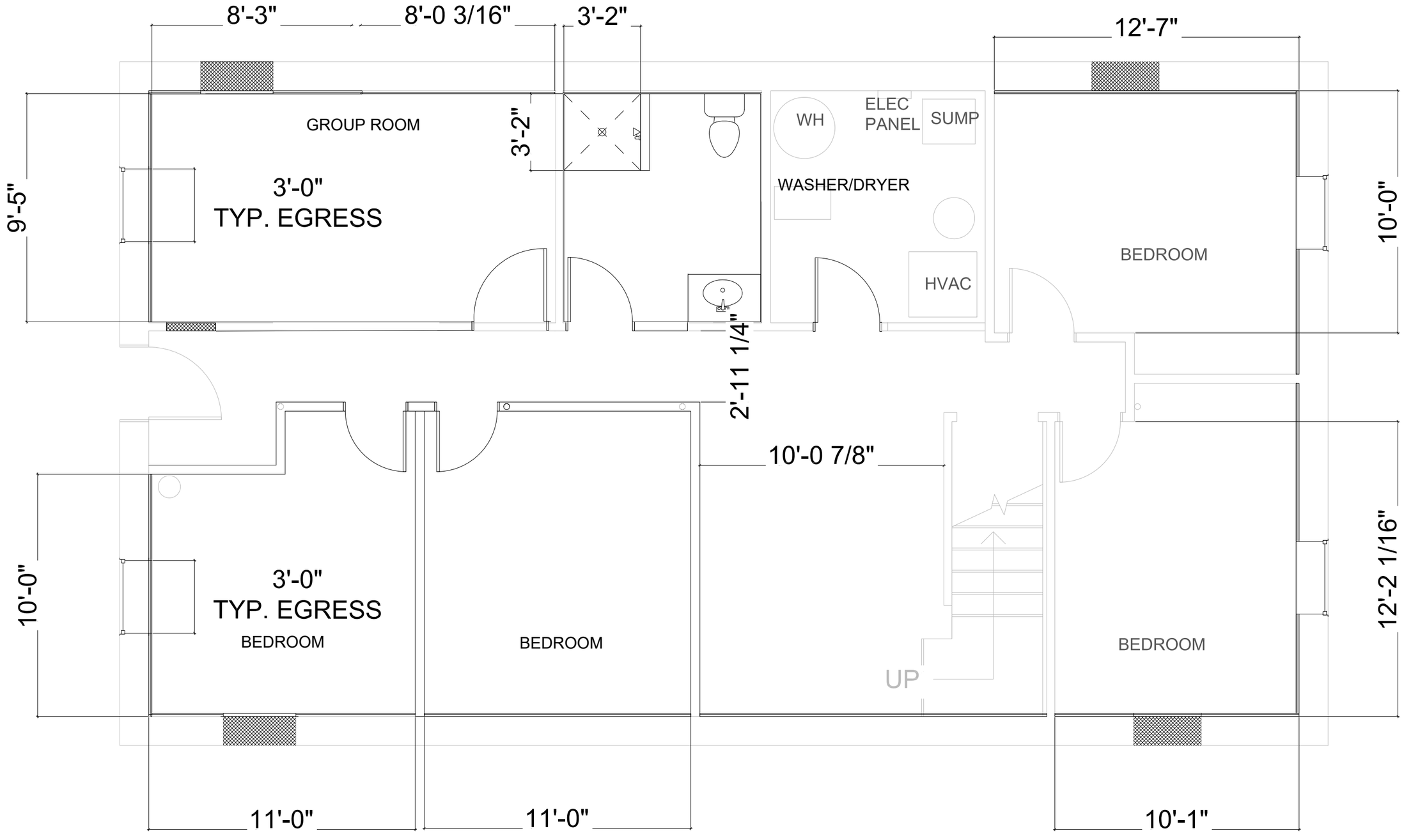
RECOVERY HOUSE
BAD RIVER INDIAN RESERVATION, WI
PUBLIC LAW 86-121

DRAWN BY: PCG
PROJ ENG: F.A.

FILE NAME: 2026 RECOVERY HOUSE
LAYOUT NAME: AS-BUILT
SCALE: 1/4" = 1'

SHEET
1

USER: pgawith FILE: C:\Users\pgawith\AppData\Local\Temp\AcPublish_10356\2026 Recovery House.dwg 5/19/2026 - 11:08am



2 PROPOSED BASEMENT PLAN

1/4" = 1'-0"

USER: pgawith FILE: H:\Reservations\BR\FACILITY PROJECTS\2026 Recovery House.dwg 8/18/2026 – 11:13am

DATE	REVISIONS	INIT.

BEMIDJI AREA INDIAN HEALTH SERVICE
OFFICE OF ENVIRONMENTAL HEALTH & ENGINEERING

SANITATION FACILITIES CONSTRUCTION
129 NORTH BROWN STREET RHINELANDER, WI 54501
(715)-365-5145

INDIAN HEALTH SERVICE 1955

RECOVERY HOUSE
BAD RIVER INDIAN RESERVATION, WI
PUBLIC LAW 86-121

DRAWN BY: PCG
PROJ ENG: F.A.
FILE NAME: 2026 RECOVERY HOUSE
LAYOUT NAME: AS-BUILT
SCALE: 1/4" = 1'

SHEET
2

APPENDIX C - BID SCHEDULE

Men's Recovery House
Bad River Health and Wellness Center

SCHEDULE A

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	TOTAL COST
1	Carpentry Work	1	Lump Sum		
2	Electrical Work	1	Lump Sum		
3	Fire Suppression Work	1	Lump Sum		
4	HVAC/Mechanical Work	1	Lump Sum		
				Total	

Signature: _____ Date: _____

Company: _____

NOTE TO OFFERORS:

THE OFFEROR MUST SUBMIT A PROPOSAL ON ALL ITEMS OF THE SCHEDULES AS AWARDS WILL BE MADE IN AGGREGATE. THE CONTRACTOR SHALL BE PAID FOR ACTUAL QUANTITIES COMPLETED.

BAD RIVER BAND OF THE LAKE SUPERIOR TRIBE OF CHIPPEWA INDIANS
CONTRACT GENERAL AND SUPPLEMENTARY CONDITIONS

1. **Definitions -** "Owner" means the Bad River Band of the Lake Superior Tribe of Chippewa Indians or any instrumentality thereof. "Contractor" means the person, firm, company, limited liability company or corporation supplying the goods or services under Owner's purchase order/contract, including these Conditions (the "Contract"), and includes all sales or other agents, subcontractors, employees and distributors thereof.

2. **Price -** The contract must not be filled at higher prices than the last quoted without authority of Owner, and it is agreed that your price will be the lowest prevailing market price.

3. **Delivery -** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise stated. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials with same materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

4. **Payment Terms -** The Tribe normally will pay properly submitted vendor invoices within thirty (30) days from receipt of invoice. Invoices presented for payment must be submitted with reference to purchase order number and submittal to the correct address for processing.

5. **Quantity -** Delivery of any material over and above the actual quantity specified on the contract will be at the risk of the Contractor and payment will not be made for such overruns unless agreed to in writing by the tribe.

6. **Quality -** Unless otherwise indicated all material shall be first quality and must be as specified and will be subject to inspection and approval of Owner after delivery. Items which are used, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval. The Owner reserves the right to reject and return at the risk and expense of the Contractor such portion of any shipment which may be defective or fails to comply with specifications without invalidating the remainder of the contract. If rejected, it will be held for disposition at expense and risk of the Contractor. The Contractor shall correct or replace rejected materials without expense to Owner. No substitutions may be made without prior written approval.

7. **Warranty -** Contractor warrants the following: (i) all goods delivered will be free from defects in material and workmanship and conform to applicable specifications; (ii) Contractor has good title to the goods provided to Owner and passes such title to Owner free from any liens, security interests or other encumbrances; (iii) the goods are merchantable and fit for the purpose intended; (iv) all services shall be completed in a professional, workmanlike manner and in accordance with applicable specifications; (v) the Contractor shall repair all defects in materials, equipment, or workmanship appearing within one year from the date of acceptance by Owner, and; (vi) the goods and services provided under the Contract will not infringe or violate any patents, trade secrets, trademarks, copyrights or other rights of any third party. To the extent applicable, Contractor shall assign all express warranties of any manufacturer of the goods for the benefit of Owner.

8. **Packing Slips -** A packing slip shall be enclosed with all shipments, showing purchase order number, part number and quantity. Owner will not receive materials unless it is tagged or marked with Owner's purchase order number.

9. **Hazardous Materials -** All packaging, transportation and handling of hazardous materials shall be in accordance with applicable laws and regulations; Contractor shall be responsible for any non-compliance. All Contractors who supply hazardous materials shall provide Material Safety Data Sheets with the contract.

10. **Indemnification -** Contractor shall indemnify and hold harmless the Tribe, its officers, employees, agents and representatives, from and against any and all claims, of whatever nature, for injuries or losses, or damages arising out of Contractor's negligence, gross negligence, or intentional misconduct, or the negligence, gross negligence or intentional misconduct of Contractor's employee's, agents and representatives.

11. **Assignment -** Contractor may not assign or delegate its rights or duties in whole or in part under this agreement without the prior express written consent of the Tribe.

12. **Gratuities -** Contractor shall not offer nor give gratuities, in any form, to any employee or relative of an employee of the Tribe.

13. **Force Majeure -** Any delay in or failure of performance by either party shall not constitute default hereunder if and to the extent such delay or failure of performance is caused by occurrences beyond the control of the party, which are not within reasonable control of the party.

14. **Licensing -** Contractors may be required to have a vendor license issued by the Tribe. Some Contractors may be required to maintain a license as required by the Bad River Gaming Compact. Failure of Contractor to maintain required licenses or termination of required licenses and permits may result in removal of Contractor's name from the vendor list and immediate cancellation of the Contract.

15. **Contract Acceptance -** Any acceptance of the Contract by the Contractor, whether in writing or by performance, is limited to and shall be subject to these Conditions, or in any written amendment signed by Owner and binding upon Contractor. Any proposal for additional or different terms in any document provided by Contractor to change the terms of the Contract is rejected and shall not be effective.

16. **Acceptance by Owner** - Goods and/or services purchased under the Contract are subject to Owner's inspection and approval within a reasonable time, but not less than 60 days after delivery. Owner, at its option, may reject all of any portion of such goods or services which do not conform in every respect with the terms of the Contract, or require Contractor to provide replacement goods or re-perform services in conformity with the terms of the Contract at Contractor's cost. If Owner elects to accept nonconforming goods or services, Owner, in addition to its other remedies, shall by entitled to deduct a reasonable amount from the contract price thereof to compensate Owner for the nonconformity. Any acceptance by Owner shall not be deemed a waiver or settlement of any defect in such goods and/or services.

17. **Risk of Loss** - Until accepted by Owner as provided above, Contractor shall bear all risk of loss and damage, unless such loss results from the negligence of Owner.

18. **Change, Cancellation and Termination** - The Contract can be changed, terminated or canceled by Owner for any reason, including convenience upon prior written notification to Contractor. In the event of a change, Owner and Contractor will make a fair and equitable modification to their rights and obligations under the Contract, if such change results in an increase or decrease in costs to be incurred or time needed to complete performance of the Contract. Termination or cancellation for convenience by Owner will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by Owner. Owner may immediately terminate the Contract without prejudice to any right or remedy, after giving Contractor notice of any breach by Contractor of its obligations hereunder.

19**. Taxes** - Except as otherwise expressly provided in the Contract, the contract price shall include all applicable Federal, State and local taxes of any kind. Goods and services purchased by Owner for its use on the Bad River Reservation are not subject to state or local sales, use or excise taxes. Owner will identify all goods and services which are not subject to Wisconsin Sales Tax.

20. **Use of Owner's Name** - Contractor agrees not to use the name of Owner or disclose the existence of the Contract in any advertising, promotion or other written or oral disclosure without the prior written consent of Owner.

21. **Confidentiality** - Confidential Information means any and all information and documents whether marked or unmarked as "Confidential", and without limitation, that the Tribe treats and regards as confidential and/or proprietary, and that is disclosed to the Recipient in writing, or if disclosed orally, is reduced to writing and delivered to the Recipient, within thirty (30) days after such oral disclosure. All information and documents belonging to the Tribe, and all copies of such information, shall be returned to the Tribe promptly upon completion of the project or services provided. All Confidential Information is provided "as is" and no representation or warranty as to accuracy or completeness is provided by the Tribe. Contractor shall not directly or indirectly use, disseminate, disclose or in any way reveal or use beyond the scope of authority granted by Owner all or any part of the confidential information which it will be exposed to and shall use such confidential information only to the extent specifically authorized by Owner. Upon cancellation or termination of the Contract for any reason whatsoever, Contractor shall turn over to Owner any and all copies it may have of confidential information. Contractor acknowledges that this provision shall survive the termination of the Contract. The confidentiality provisions of this Paragraph shall

apply to and be binding upon Contractor's officers, employees and representatives.

22. **Compliance with Laws** - Contractor shall comply with all laws and governmental rules, regulations and contracts applicable to the goods delivered and/or services rendered under the Contract including, but not limited to, obtaining all necessary licenses and permits including those which may be required by the Tribe for work performed within the reservation boundaries of the Tribe.

23. **Owner's Property** - Unless provided otherwise, all materials, including documents, drawings, specifications and tools, furnished or paid for by Owner shall remain the exclusive property of Owner unless otherwise specified in contract, agreement, etc. All documents, drawings, and specifications shall be considered confidential and not disclosed to any third party. All materials shall be returned to Owner upon Contractor's completion of its obligations under the Contract. Contractor assumes all liability for loss or damage of such materials caused by Contractor's negligence, excluding normal wear and tear.

24. Insurance and Bonds – *Insurance.* At all times during its performance hereunder, Contractor shall obtain and keep in force worker's compensation insurance for all of its employees within statutory limits and commercial general liability insurance, including coverage for product liability and completed operations, contractual liability and automobile liability for all owned, non-owned and hired vehicles used in carrying out the Contract with limits of not less than $1,000,000 per occurrence. Owner reserves the right to require additional coverage or higher limits where warranted. Contractor shall provide Owner with certificate of insurance evidencing Contractor's compliance with the foregoing insurance provisions upon request. Owner's obligations under the Contract are conditioned upon Contractor's meeting the insurance requirements above.

Performance and Payment Bonds. Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect at least through the Contractor's warranty period.

Licensed Insurers and Sureties. All insurance and bonds required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from insurance or surety companies that are duly licensed and authorized in the jurisdiction in which the Project is located to issue insurance policies or bonds for the coverages and limits so required.

25. **Independent Contractor** - Contractor is an independent contractor for all purposes of the Contract and its employees shall not be deemed to be employees or agents of the Owner. Contractor has not express or implied authority to bind the Owner by contract or otherwise.

26-**Waiver** - Waiver of a breach of any provision of the Contract shall not constitute waiver of future compliance with such provision nor shall it be construed as a waiver of any other breach.

27. **Severability** - If any provision of the Contract, including these Conditions, shall be declared illegal, void or otherwise unenforceable, the remaining provisions shall not be affected and will remain in full force and effect.

28.**Rights and Remedies** - The rights and remedies of Owner and Contractor set forth in the Contract are cumulative in addition to any other rights or remedies that they may have at law or in equity.

29. **Entire Agreement** - This Contract, together with any attachments or written amendments signed by Owner, constitutes the entire agreement between the parties.

30. **Sovereign Immunity** - Nothing in this Contract shall be construed to constitute a waiver, express or implied, of the sovereign immunity of the Owner.

Form approved by Tribal Council __/__/_____
Initial if procurement requirement met _____
Initial if Legal Dept. review requirement met _____
Other review: _____

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

CONSTRUCTION CONTRACT

This Agreement made the _____ day of _____ in the year _____, by and between _____, hereinafter called the Contractor, and the Bad River Band of the Lake Superior Tribe of Chippewa Indians, hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project entitled: _____ (Project No. _____). These drawings and specifications are prepared for the Bad River Band of the Lake Superior Tribe of Chippewa Indians by _____, acting as and in these Contract Documents entitled the Project Architect. The Contractor shall do everything required by this Agreement, the General and Supplementary Conditions of the Contract, the Special Conditions, the Addenda, the Specifications, the Drawings, the Tribal Employment Rights Policy Compliance Plan, and the Proposal attached as **Exhibit 1** (including any unit prices stated therein).

The Specifications and Drawings are enumerated as follows:

DRAWINGS: Attached as **Exhibit 2**

SPECIFICATIONS: Attached as **Exhibit 2**

ADDENDA:

ALTERNATES: The following Alternate Proposals, fully described in the Specifications, are included as a part of this Contract: _____.

ARTICLE 2. TIME OF COMPLETION: The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be stated; such commencement date shall be 10 or more days after the date of the notice. The Contractor shall achieve substantial completion of the work within _____(___) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 3. THE CONTRACT SUM: The Owner shall pay the Contractor for performance of the Contract, subject to additions and deductions provided therein, the sum of _____ ***($ .00)***, and make payment in accordance with the payment schedule attached as **Exhibit 3**.

ARTICLE 4. TRIBAL EMPLOYMENT RIGHTS POLICY COMPLIANCE PLAN: The Owner has adopted the Tribal Employment Rights Policy Compliance Plan, which is incorporated herein by reference. Contractor, as a provision of the Agreement must comply with the requirements of the Policy and adhere to the Compliance Plan attached as **Exhibit 4**. No changes to the Compliance Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 5. PAYMENT FOR LABOR AND MATERIAL: The Contractor specifically agrees to pay for all claims for labor performed at rates at least equal to the prevailing federal wage rates compliant with the Davis-Bacon Act of August 21, 2002 as amended. The contractor also agrees to provide the materials furnished, used or consumed in completing the foregoing contract together with all equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work, as the obligation of the Contractor.

Prime Contractor Affidavit of Compliance with Prevailing Wage Determination. The Contractor agrees to submit to Owner prior to final payment, a Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination. This Affidavit must be filed by all Contractors who are subject to the prevailing wage laws.

Sub-Contractors must file Agent or Subcontractor Affidavit of Compliance with Prevailing Wage Rate Determination with Owner's Contractor. The Contractor must supply Owner with a copy prior to final payment.

ARTICLE 6. LIQUIDATED DAMAGES: For each consecutive calendar day after the substantial completion period set forth in Article 2 above that any work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of _____ ***($ .00)*** will be deducted from the money due or becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 7. ACCEPTANCE OF BID OR AWARD OF CONTRACT: By signing this Agreement, the undersigned certifies as follows:

Assignment. This Agreement is a personal service contract for the services of Construction, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the Bad River Band of the Lake Superior Tribe of Chippewa Indians without reference to its conflicts of law provisions. The Bad River Reservation at Odanah, Wisconsin shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

Waivers. No delay or omission by either party in exercising any right or power arising from non compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative.

Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

Ethics Matters/No Financial Interest**.** Contractor and its employees, agents, representatives and subcontractors have read and understand Owner's Conflicts of Interest Policy available at Chapter 920 of the Bad River Band of the Lake Superior Tribe of Chippewa Indians' Tribal Court Code. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause Owner's employees to violate Owner's Conflicts of Interest Policy. Contractor represents and warrants that no officer, committee or its members, employees or agents of Owner has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

(Contractor)

By: _____
(original signature)

_____
(name and title typed)

_____

_____
(address)

_____
(telephone)

Date: _____

BAD RIVER BAND OF THE LAKE
SUPERIOR TRIBE OF CHIPPPEWA
INDIANS
(Owner)

By: _____
(original signature)

Name:
Title:

Date: _____

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.

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:

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 fare 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.

a. Name of the recognized tribe
b. Enrollment number of Indian-Owning 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

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 t 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,

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.

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.

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.

Attachment #7

TRIBAL PREFERENCE WORKFORCE
GOALS AND TIMETABLES
****

HOURLY WORKFORCE

1.	Laborers	100%
2.	Carpenters	80%
3.	Electricians	75%
4.	Painters	80%
5.	Plumbers	50%
6.	Equipment Operator	75%
7.	Maintenance	75%
8.	Roofers	50%
9.	Cement Mason	50%
10.	Insulation	80%
11.	Iron Workers	50%
12.	Soft Floor Layers	50%
13.	Sheet Metal	50%
14.	Forestry	80%
15.	Other _____	

SALARIED WORKFORCE

1.	Supervision	50%
2.	Foreman	50%
3.	Office Personnel	100%
4.	Other _____	

NOTE: ALL APPRENTICES SHALL BE 100% TRIBAL PREFERENCE AND EACH EMPLOYER SHALL MAINTAIN A MINIMUM OF 50% LOCAL INDIAN PREFERENCE WORKFORCE DAILY.

_____
Effective Date

_____
TERO Officer

_____

Employer Init._____ Date_____ TERO Init _____ Date: _____

Attachment #1

MANPOWER REPORT FORM

****

NOTE: At no time shall the Tribal Preference workforce hours fall below 50 %. (But, if the TERO Office has qualified Local Indian Preference Employees, the employer will provide employment opportunities, for 100% of the workforce, excluding Core Crew.)

The following opportunities for employment will be filled by qualified Local Indian Preference applicants in order to meet a 100% Local Indian Preference hiring goal for the project and the same percentage of daily workforce hours will be Indian Preference employees hours worked, including Core Crew.

	DATE	CLASSIFICATION	NAME OF EMPLOYEE	I.P.	Code
1				Core Crew	
2				Tribal Member	
3				Tribal Member	
4				Tribal Member	
5				Tribal Member	
6				Tribal Member	
7				Core Crew	
8				Tribal Member	
9				Tribal Member	

*Code:

Bad River Tribal Member (1)
Child of Bad River Member (2)
Spouse of Bad River Member (3)
Other Indian (4)
Non-Indian (7)
TOTAL EMPLOYEES

Note: Qualified shall mean only Bona fide occupational standards recognized in the Dictionary if occupational Titles, U.S. Department of Labor.

* No qualified Indian Preference Applicant Available

** Training Positions, as required by Apprenticeship Program Ratios (Apprentices shall be hired and retained by program seniority)

Core Crew: Shall mean key personnel required by the employer who are regular, permanent employees and are in a supervisory or other key position, furthermore only the first (1) and thereafter every seventh (7) employee may be employed as key personnel and\or core crew by an employer. All layoffs shall be in same order of hiring in reference to core crew and the Local

Indian Preference workforce.

TERO Init _____.Date _____