

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

Wolf River Development Company Chartered Entity of the Menominee Indian Tribe of Wisconsin



REQUEST FOR PROPOSALS For Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre- Engineered Metal Building (PEMB).

Located in Keshena, WI

**For The
Wolf River Development Company**

PROJECT ID # 25-06

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

Due: October 30th, 2025 at 2:00pm

**Wolf River Development Company
Design, Engineering, and Construction Management Services of The
Laundry Basket, LLC and attached Maintenance Garage using a
PEMB Project**

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Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

I. REQUEST FOR PROPOSALS SOLICITATION NOTICE



Wolf River Development Company Design, Engineering, and Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage using a PEMB Project

Wolf River Development Company (WRDC)
P.O. Box 460
W2828 Go Around Road
Keshena, WI 54135

The Wolf River Development Company (WRDC) is requesting Proposals from qualified Bidders for the design, architect, engineering and administer construction management services of a new Laundromat with an attached Maintenance Garage Building located at N927 State HWY 47/55 in Keshena, WI for the WRDC as outlined in the Request for Proposals. Submit Proposals as specified herein to:

Wolf River Development Company
ATTN: Renita Warrington, Development Manager
W2828 Go Around Road
Keshena, WI 54135
rfp@wolfriverdev.com

Re: WRDC Design, Engineering and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project
The deadline to submit Proposals as indicated on the clock in the Wolf River Development office is:

Date: Thursday, 10/30/2025 at 2:00 p.m. CST

Any Proposal received after this deadline will be rejected and will not be opened or considered for award. All proposals submitted shall become the property of the WRDC upon submission and shall be made a permanent part of the WRDC's records. Electronic Bids should be no larger than 30 MB.

Major Items of Work:

This is a project issued by the **Wolf River Development Company (WRDC)**, a chartered entity of the Menominee Indian Tribe of Wisconsin. The scope of this project encompasses the full **design, engineering, and administer construction management services** of a commercial laundromat facility, *The Laundry Basket, LLC*, along with an attached maintenance garage. It shall contain roughly 1,450 Square feet of laundromat space, and 1,825 square feet of maintenance garage space. The facility will be located at **N927 State HWY 47/55, Keshena, WI 54135** on the **Menominee Indian Reservation**.

Copies of the Request for Proposals or any Proposal documents may be obtained from the Wolf River Development Company located at W2828 Go Around Road, Keshena, WI 54135, or by calling Development Manager, Renita Warrington at (920) 641-5097 or at renita.warrington@wolfriverdev.com

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II. BIDDERS SUBMITTAL CHECKLIST

- 1. Threshold Items.** The following list of items are considered threshold criteria. Failure to submit any of these items as a part of the Proposal will render it as unresponsive, and it will not be evaluated for award.

- ☐ Completed and Signed Proposal Form
- ☐ Completed and Signed Addendum(s), if applicable
- ☐ Proof of Insurance and Licensing Requirements (Bidder and all Subcontractors)
- ☐ Menominee Hiring Preference Work Plan in Compliance with Tribal Code §25.1-11 (if applicable)

- 2. Non-Threshold Items.** The following list of items are considered evaluation items. Failure to submit any of these items as a part of the Proposal will not render it as unresponsive; however, any missing items may have a negative impact on the overall evaluation score.

- ☐ Company Overview
- ☐ Profile of Owners, Partners, Key Management Officials, and/or Senior Management
- ☐ Company Capabilities
- ☐ References
- ☐ Description of Projects of Similar Size and Scope
- ☐ Previous Experience with WRDC
- ☐ Native American/Minority Preference Documentation

- 3. Checklist.** Please include this checklist with your Proposal.

- 4.** This is not an all-inclusive list of evaluation items. Please see Appendix A – Evaluation Criteria for actual threshold criteria and evaluation items.

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III. GENERAL INSTRUCTIONS TO BIDDERS

The purpose of this Request for Proposals (RFP) is to solicit sealed Proposals from qualified bidders for the Wolf River Development Company, a chartered business entity of the Menominee Indian Tribe of Wisconsin (MITW), a federally recognized Indian Tribe. The WRDC desires to enter into a contract for the design, architect, engineering and administer construction management services of a new laundromat *The Laundry Basket, LLC* with an attached maintenance garage building as outlined in this RFP. By submitting a Proposal, Bidders certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP could result in rejection of the Proposal.

1. Contents of Each Proposal. Each Proposal shall include, ***at a minimum***, the following documentation:

- 1.01 Bidders Submittal Checklist (see Section II).
- 1.02 Completed Proposal Forms.
 - A. All offered values must be expressed in numeric and in a written format breaking down each division into a schedule of values.
 - B. Any goods or services offered at no charge must be identified as “No charge”.
 - C. Any goods or services not offered must be identified as “Not offered”.
 - D. List of Subcontractors and Vendors (See item 6 below)
 - E. Projects of Similar Size and Scope. Provide a list and description of projects your Company has completed that are similar in size and scope to this project along with contact information for those Companies and/or Organizations that work was performed for.
 - F. References: Provide three individuals/organizations that can vouch for the credibility of your firm’s work ethic.
- 1.03 Proof of Insurance for Bidder and all subcontractors (see Section IV).
- 1.04 Company Overview. Provide a one-to-two-page summary of your Company. The profile of staff should concentrate on:
 - A. Profile of Owners, Partners, Key Management, Officials, and/or Senior Management to include qualifications needed for this project.
 - B. Experience: Describe how long your Company has been in business as well as describe past experience relative to this project.
 - C. Capabilities: Provide information that describes the financial strengths of the Company, access to capital, equipment needed for project, etc. and a narrative on service plan execution.
- 1.05 Native American / minority preference documentation, if applicable.
 - A. Proof of legal ownership in responding firm.
 - B. Proof of owner (’s) Tribal affiliation with enrollment number(s).
 - C. Proof of employee (’s) Tribal affiliation with enrollment number(s).
 - D. Proof of Minority Business classification / certification.
- 1.06 Menominee Hiring Preference (See Item 18 below).

2. Pre-Bid Conference. There will be no pre-bid conference for this project.

3. Examination of Proposal Documents and Site

- 3.01 It is the responsibility of each Bidder, before submitting a Proposal to
 - A. Examine the Proposal documents thoroughly;
 - B. Inspect the site as required by the Proposal documents to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work;

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- C. Review Tribal, Federal and State laws, ordinances or codes and regulations that may affect cost, progress, performance, or furnishing of the work;
 - D. Study and carefully correlate Bidder's observations with the Proposal documents;
 - E. Notify WRDC of all conflicts, errors or discrepancies identified by Bidders upon examination of the Proposal documents; and
 - F. Become familiar with WRDC's permit and site regulations.
- 3.02 Before submitting a Proposal, each Bidder shall, at Bidder's own expense, make or obtain any additional examinations, investigations, exploration, tests and studies, and obtain any additional information and data which pertain to the physical conditions relating to surface, subsurface, and underground facilities, (whether privately or publicly owned) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the work and which Bidder deems necessary to determine its Proposal for performing and furnishing the work in accordance with the terms and conditions of the contract documents.
- 3.03 On request in advance, WRDC will provide each Bidder reasonable access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Proposal.
- 4. Bidder's Representation.** Bidder represents it is experienced and qualified to perform the services required by the Proposal documents and is properly staffed, organized and financed to perform such services, and to commence such services immediately.
- 5. Legal Entity Identification.** All proposals shall identify each partnership or joint venture in which Bidder is involved and each other member of each partnership or joint venture. All proposals shall identify each of Bidder's partners and subsidiary, parent or related entities. All proposals shall identify each indemnity agreement with respect to third parties, including arrangements to provide bonding capabilities.
- 6. Subcontractors, Suppliers, and Others**
- 6.01 Bidder shall submit with the Proposal, a list of all Subcontractors to be used on the project (if applicable). The list shall include each subcontractor, subcontractor's employees and their titles, Tribal affiliation (if applicable), and a description of the work the subcontractor will perform. Subcontractors are required to meet the same insurance requirements as the Bidder. **Bidder must include a copy of subcontractor's proof of insurance with Proposal.**
- 6.02 The successful Bidder shall be responsible for the project site, regardless of the subcontractor's contractual relationship to the successful Bidder.
- 6.03 The successful Bidder shall cause to be removed from the project site any subcontractor or employee thereof whom the WRDC, in writing, finds to be incompetent, careless or otherwise objectionable.
- 6.04 Failure of any subcontractor to complete work described in its subcontract in a satisfactory manner, or without delay, will not excuse the successful Bidder from any delay in the completion of the entire contract except as provided in the applicable clause of the contract.
- 6.05 In connection with the performance of work under this Proposal, the successful Bidder shall not subcontract with a subcontractor who, at the time of the subcontract award, is listed on the List of Parties Excluded from Federal Procurement or Non-procurement Programs, the Menominee Tribal Debarment List, or the Menominee Tribal Debtors List. It is the successful Bidder's responsibility to verify the subcontractor's/vendor's status on these lists.
- A. To verify that subcontractors and/or vendors are not on the federal list, go to the

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www.sam.gov website.

- B. To verify that they are not on the Menominee Tribal Debarment List or the Menominee Tribal Debtors List contact the Lending and Tax office at 715-799-5171.
- 6.06 Any change of subcontractors after award of contract requires prior approval and concurrence of WRDC.
- 6.07 Any terms and conditions that are applicable to the successful Bidder are also applicable to the subcontractor(s). The successful Bidder is responsible to ensure compliance by all subcontractors.
- 7. Proposal Forms**
- 7.01 Bidder shall complete and sign the Proposal Form (see Section VI) in its entirety.
- 7.02 The Bid price of each item as set forth in the Bid Form shall be in numerical and written format.
- 7.03 Bidder is required to submit one lump sum Bid for all work and provide an individual unit price for each item.
- 7.04 Bidder is required to include in their proposal any alternate item, complete unit or supplemental prices for each item as called for on Proposal Form (if applicable).
- 7.05 Bidder is responsible for ensuring Proposal amounts are accurate and without error; inaccuracies may cause the bid to be rejected.
- 8. Response.** In order to be considered for selection, Bidders must submit a **complete** response to this RFP. Proposal forms shall be accepted in either hard copies delivered to the WRDC office and electronic copies emailed to instructed contact.
- 9. Clarity of Proposals.** Proposals should be prepared simply, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness and clarity of content. Proposals should be organized in the order in which the requirements are presented in this RFP.
- 10. Sealed Proposals.** Proposals from businesses that are at least 51% owned by Menominee Tribal member(s) shall clearly mark "Menominee Business" on the outside of the business envelope or on the subject line of the email after the Project Title.
- 11. Where to Send.** Firms responding to this request shall submit Proposals to:
- Wolf River Development Company**
ATTN: Renita Warrington, Development Manager
W2828 Go Around Road
Keshena, WI 54135
RE: New The Laundry Basket with Attached Maintenance Garage
rfp@wolfriverdev.com
- 12. Deadline to Submit Proposals.** Proposals must be received no later than Thursday, October 9th, 2025 at 2:00 p.m. CST. Bidders are responsible for the effective delivery by the deadline above; any late submission will be rejected.
- 13. Proposal Opening**
- 13.01 After the official Proposal closing time, the Proposals will be opened and assessed for completion within two business days at the Wolf River Development Company CFO Office.

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- 13.02 Any Proposal conspicuously marked "Menominee Business" will be evaluated first. If any of the Proposals meet the qualifications and criteria as outlined in this RFP, and are within amounts budgeted for the Project by WRDC, shall be considered for award.
- 13.03 Any Proposal envelope not conspicuously marked "Menominee Business" will be evaluated with all other Proposals received.
- 13.04 If none of the Menominee Businesses meets the criteria or if there are no Menominee Business Proposals received, the remaining Proposals shall then be evaluated by the WRDC Management Team, and a selection matrix and memorandum shall be provided to the WRDC Board of Directors within 10 working days of the closing date.
- 13.05 WRDC holds the right to not award due to changing organizational goals, without penalty.
- 14. Proposal Security.** All Bidders shall hold their Proposals open and valid for ninety (90) days from the Proposal due date.
- 15. Interpretations.** Any information provided to Bidders is given for information and the convenience of the Bidder only and the accuracy of such information is not guaranteed. The Bidder agrees that such information shall not be used as the basis of a claim against WRDC, nor shall the giving of any such information entitle the Bidder to assert any claim or demand against WRDC. Neither WRDC nor its agents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 16. Modification and Withdrawal of Proposal.** Proposals may be modified or withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals any time prior to the deadline of Proposals. A withdrawn Proposal may be resubmitted up to the time designated for the receipt of Proposals provided that it is in full conformance with these Instructions to Bidders.
- 17. Menominee Hiring Preference.** This project is subject to Menominee Tribal Code §25.1-11 "Preference in Contracting" as follows:
- 17.01 The successful Bidder is required to utilize a Menominee workforce of 20% or greater in the performance of the contracted work including project hours of employment.
- A. Contact the Lending & Tax at 715-799-5171 to obtain the names of Indian-owned contractors on or near the Menominee Reservation.
- B. Contact Human Resource Department to assist in the hiring of employees needed for the project.
Randall Chevalier, HR Director
Wolf River Development Company
P. O. Box 910
Keshena, WI 54135
715-799-5154
rchevalier@mitw.org
- 17.02 This requirement may be modified prior to the execution of a contract to reduce or eliminate the 20% requirement if the successful Bidder provides adequate proof that:
- A. There are not enough qualified Menominee Businesses or Menominee workers to meet this requirement
- B. The successful Bidder will perform the contracted work with no subcontractors and with two or fewer employees.

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- C. Bidder must provide with the Proposal a written work plan of how the Bidder plans to implement this requirement (see Appendix H for a sample of the work plan).
- 18. State and Federal Contract Pricing and Discounts.** The WRDC and its assets are wholly owned by the MITW which is a Federally recognized governmental organization which receives both State and Federal funding and carries out contracts with the United States Department of Interior pursuant to Public Law 93-638. As such, The WRDC is authorized and eligible to receive State and Federal contract pricing and discounts, to include pricing on products and services under contracts with the General Services Administration. It is the responsibility of the Bidder to extend such pricing opportunities to the WRDC and MITW within their Proposal if Applicable.
 - 19. Right of Investigation.** WRDC and MITW may conduct such investigations, as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of any Bidder, Subcontractor, employees and other persons and organizations proposed to perform and furnish the goods and or/services.
 - 20. Effect of Limited Submittal of Proposals.** In the event a single Proposal is received, it will be necessary for the WRDC to conduct a price analysis of the Proposal amount prior to the award of the contract.
 - 21. Reserved Rights.** The WRDC reserves the right to accept or reject any and all Proposals, retains the right to negotiate any and all parts of the responses received, including cost, scope of work, timelines, and other relevant details and to accept the Proposal most advantageous to, and in the best interest of, the WRDC.
 - 22. Taxes.** The WRDC is exempt from the payment of federal, state, and local taxes. Taxes must not be included in Proposal prices unless otherwise stated in this RFP. The necessary tax exemption certificates can be found in Appendix D.
 - 23. Anti-Kickback.** No employee of the WRDC shall accept any bribery, or attempt to bribe, or payment, gratuity, gift of any value, in any form of goods or services, which has been provided to an WRDC employee for personal use or gain, directly or indirectly, which was provided in whole or as part of an offer to sell or acceptance to buy goods or services on behalf of WRDC. Furthermore, no bidder shall make any such offer to an employee or official of the WRDC.
 - 24. Superseding Effect.** This RFP supersedes all Proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter. Any addendum to this RFP will be done in written form only and issued by the WRDC.
 - 25. Governing Law.** The laws of the Menominee Indian Tribe of Wisconsin will govern any contractual arrangement entered into between WRDC and the successful Bidder.
 - 26. Waiver of Sovereign Immunity Prohibited.** The MITW Constitution and Bylaws prohibits it from waiving its sovereign immunity. Any Proposal or contractual arrangement requiring the MITW to waive its sovereign immunity will nullify any award made by WRDC under this RFP.
 - 27. Questions Regarding this RFP.** General questions regarding this RFP must be submitted in written form to the individual listed below. A written response will be mailed or emailed to the party asking the question(s) as well as to all other parties interested in bidding on the project. Technical questions (e.g. scope of work, design plans, etc.), however may only be at the pre-bid conference.

ATTN: Renita Warrington, Development Manager
Wolf River Development Company
W2828 Go Around Road
P.O. Box 460
Keshena, WI 54135
(T) 920-641-5097
(F) 715-802-4449

renita.warrington@wolfriverdev.com

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IV. SPECIAL REQUIREMENTS

The following requirements and conditions shall be considered an essential part of the specifications and Proposal for the Construction of the Wolf River Development Design and Construction of The Laundry Basket, LLC and attached Maintenance Garage as identified herein:

1. General Contract Services

- 1.01 The project consists of WRDC Design, Engineering, and Administer Construction Management of The Laundry Basket, LLC and attached Maintenance Garage.
- 1.02 The work under this project shall include, but not be limited to the furnishing of all labor, equipment and materials to complete all work identified in the plans and specifications packet.
- 1.03 All work on this project is subject to the provisions of the RFP, general conditions, supplementary conditions, special conditions, and all other Proposal documents applicable to this project.
- 1.04 All work on the project will be done in accordance with the latest addition of the State of Wisconsin Commercial Building Codes and National Electrical Code.
- 1.05 The successful Bidder shall be required to maintain traffic on public roadways at all times during construction. Access to private properties and public buildings shall also be maintained at all times.
- 1.06 Bidder is not to include materials, brands, or product lines that are discontinued or are known at the time of Proposal submission to be scheduled for discontinuation.

2. Warranty. Minimum (1) one-year parts, labor and travel warranty shall be provided.

3. Prevailing Wages. Would not apply to this project.

4. Insurance and Licensing Requirements. All Bidders and subcontractors must meet the following minimum insurance requirements and provide with submitted Bid proof of coverage on a Certificate of Liability Insurance form as found in Appendix E:

- 4.01 The insurance company providing coverage must have an A- or better rating in the current A.M. Bests or Standard & Poor's rating guide.
- 4.02 All certificates of insurance must be signed by an authorized representative of the insurance company.
- 4.03 Certificate of insurance must name the WRDC as a certificate holder and shall include the Unit of Government responsible for this RFP (Community Development Department) and the project identification number as listed on the title page of this RFP.
- 4.04 Certificate of insurance must name as an additional insured WRDC, its agents, officers, officials, employees are hereby named as additional insureds, as their interest may appear on a primary and Non-contributory basis on Auto, GL and Umbrella.
- 4.05 The insured name on the certificate of insurance must match the name of the company, individual, or joint venture submitting the Bid.
- 4.06 The following are considered threshold items for all bidders and subcontractors:
 - A. General Liability Coverage:
 - (1) General Liability must be an Occurrence Policy
 - (2) General Aggregate must apply per project or per location.
 - (3) Minimum Acceptable Limits of Liability:
 - (a) \$1,000,000 Each Occurrence

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- (b) \$1,000,000 Property Damage
 - (c) \$5,000 Medical Expense
 - (d) \$1,000,000 Personal & Advertising Injury
 - (e) \$2,000,000 General Aggregate
 - (f) \$2,000,000 Products & Completed Operations
- (4) General Liability must name the WRDC, its agents, officers, officials, and employees as additional insureds.
- (5) General Liability must provide a waiver of subrogation in favor of the WRDC
- (6) General Liability Coverage must be primary and state neither WRDC nor its insurance will be required to contribute to any loss.
- B. Automobile Liability
 - (1) \$1,000,000 Combined Single Limit; or
 - (2) \$1,000,000 Bodily Injury
 - (3) \$1,000,000 Property Damage
 - (4) Automobile Liability must name the WRDC, its agents, officers, officials, and employees as additional insureds.
 - (5) Automobile Liability must provide a waiver of subrogation in favor of the WRDC.
- C. Workman's Compensation insurance as required by the State of Wisconsin statutory limits.
 - (1) Employers Liability must meet minimum of \$500,000 per occurrence. Each accident; \$500,000 Disease-each employee; \$500,000 Disease-policy limit.
 - (2) If any proprietor, partner, executive, officer, member, or employee is excluded from workers compensation, it must be stated on the certificate.
 - (3) If the Workers Compensation policy is for certificate purpose only, it must be stated on the certificate.
 - (4) The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.
- 4.07 The following are considered non-threshold items that the successful bidder and all subcontractors must meet upon notice of project award:
 - A. Umbrella Liability - \$5,000,000 Limit
 - (1) Umbrella policy must be occurrence policy
 - (2) Umbrella policy must state if it is Excess Liability
 - (3) Must list the deductible/retention limit
 - (4) Umbrella requirement may be waived if \$2 million aggregate is carried under the General Liability coverage
 - B. The insurance contract must include following:
 - (1) Premises and Operations Liability;
 - (2) Blanket Contractual Liability;
 - (3) Personal Injury;
 - (4) Products & Completed Operations;
 - (5) Contractors Errors & Omissions – minimum coverage \$250,000;
 - (6) The general aggregate must apply separately to this project/location; and Insurance policies must be endorsed to provide thirty-day cancellation notice to certificate holder.
- 4.08 WRDC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances. Additional coverages which may be required based on the scope of the project may include but are not limited to:
 - A. Explosion, Collapse and Underground Coverage;

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- B. Builders Risk Coverage;
 - C. Installation Floater;
 - D. Contractors Pollution Liability (without Asbestos/Lead/Mold exclusion);
 - E. Cyber Liability or IT Professional Liability;
 - F. Unmanned Aerial Vehicle (drone) Aviation Liability.
- 4.09 Claims Made Policies
- A. If any of the required policies provide coverage on a claims-made basis;
 - B. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - C. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - D. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Bidder Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4.10 An updated Certificate of Liability Insurance form that meets the above-mentioned threshold and non-threshold items must be provided for the successful bidder and all subcontractors with the signed contract. Failure to provide updated form(s) for the successful bidder and all subcontractors shall void project award and project shall then be awarded to next responsive and responsible bidder.
- 4.11 WRDC will not reimburse successful Bidder or subcontractors for cost associated with any insurance coverage due to failure by Bidder or subcontractor to include such costs in the initial Bid amount.
- 4.12 Successful Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and successful Bidder shall ensure that the WRDC is an additional insured on insurance required from subcontractors.
- 4.13 Any deviation from the above described limits and coverage must be approved in writing by the WRDC.
- 4.14 The insurance policies shall contain a provision that the insurance carrier waives any rights, which it may have to raise as a defense the Tribe's sovereign immunity from suit, but such waiver shall extend only to claims the amount and nature of which are within the coverage and limits of the policy of insurance. The policy shall contain no provision, either expressed or implied, to authorize or empower, the insurance carrier to waive or otherwise limit the Tribe's sovereign immunity outside or beyond the coverage and limits of the policy of insurance.
- 4.15 WRDC reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. Contact Colette White at 715-230-3728 ext.: 1001 with any question relating to insurance requirements. If you wish to verify that your insurance certificate complies **PRIOR** to submitting your Bid, it can be emailed to colette.white@WRDC.com however, the certificate must still accompany the Bid.
- 4.16 Letter of Credit- A letter of Credit will not be required for this project.
- 4.17 Withholding – WRDC shall withhold 10% of total contract price of this contract for a period of 180 days; and thereafter upon completion and acceptance of work, WRDC shall pay to Contractor the withheld amount, less any sums used to repair Contractors faulty work.

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V. GENERAL INSTRUCTIONS TO SUCCESSFUL BIDDER

The following list of requirements and instructions shall be considered an essential part of the contract award and general instructions to the successful Bidder however; this may not be an all-inclusive list of instructions.

1. **Right to Negotiate.** The WRDC reserves the right to negotiate with the successful Bidder in the addition or deletion of any or all items included in this RFP.
2. **Temporary Facilities.** The successful Bidder will be required to provide all temporary facilities on the job site (i.e. portable toilets, job trailer, Security Fencing etc.) as applicable to this project.
3. **Schedule.** Upon the execution of the contract, the successful Bidder is responsible for coordinating with the Wolf River Development Company of a project schedule.
4. **Inspection Services.** The Project Manager shall make inspections as needed during the course of the project to monitor the work performed by the successful Bidder.
5. **Signing of Agreement**
 - 5.01 The successful Bidder and WRDC shall enter into an agreement similar to that found in Appendix F for the services, price, and terms covered in this RFP within ten (10) days after the date of the Notice of Award.
 - 5.02 The successful Bidder shall sign, have witnessed, and deliver the required number of counterparts of the agreement and attached documents to WRDC.
 - 5.03 If an alternative agreement is used, under no circumstance, however, shall such agreement require the WRDC to waive its sovereign immunity or to consent to enforcement of any action in any jurisdiction other than the MITW.
6. **Codes and Permits.** The successful Bidder shall comply with all Menominee Tribal Codes and shall secure all applicable permits. A permit is required for the successful **Bidder and each of the subcontractors** that are performing any construction, demolition, renovation, and/or landscaping work on the Reservation.
 - 6.01 Menominee Place of Business Permit. Contact Menominee Lending & Tax Office 715-799-5171 or online at www.menominee-nsn.gov under Lending & Tribal Tax Documents.
 - 6.02 Menominee Tribal Construction Permit. Contact Information – Menominee Community Development Department (715) 799–5155 or online at www.menominee-nsn.gov under Community Development Documents.
 - 6.03 Menominee County Construction Permit at the Menominee County Land Conservation and Zoning Office. Jeremy Johnson 715-799-5710.
 - 6.04 Menominee Tribal Code §25.1-11 Menominee Preference in Contracting – Menominee Lending & Tax Office (715) 799–5171
 - 6.05 Menominee Tribal Code §512.1-36 Surface Water Regulations Contact Information – Menominee Environmental Services Department (715) 799-6152.
 - 6.06 Invasive Species Management Plan – Construction best management practices is in accordance with the Menominee County/Tribe Invasive Species Management Plan. For more information on those practices, contact Chris Ascher at the Menominee Environmental Services Department (715) 799-7066
7. **Notice to Proceed.** Prior to the issuance of a Notice to Proceed, the successful Bidder shall

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submit to the WRDC the following:

- 7.01 An Accident Prevention Plan. The plan shall include measures to ensure compliance with Federal and State safety requirements. Successful Bidder will provide a written report within five (5) working days to the WRDC's Project Representative for all accidents that happen on the construction site.
- 7.02 Any other permits as required and indicated in the Notice of Award.
- 7.03 Certificate of Insurance on file.

8. Submission of Reports.

- 8.01 Application for payment forms (see Appendix G) are required to be submitted as follows:
 - A. Weekly construction reports are to be submitted by the successful Bidder and all Sub-Contractors under the contract.
 - B. Partial Receipt, Waiver and Release of Liens will need to be submitted starting with the second pay request and every pay request thereafter.
 - C. General Release Indemnity Agreement must be submitted with final invoice.
- 8.02 To assist the WRDC in complying with the requirements of Tribal Code §25.1-11; the successful Bidder shall complete and submit a Menominee Hiring Preference report (see Appendix I) with each invoice. The successful Bidder must also provide a copy of the report to the Lending & Tax Director. The project manager will verify reports are submitted to the Lending & Tax Office.
- 8.03 An electronic version of the reports will be provided to the successful Bidder at the pre-construction meeting.

9. Submission of Invoices. All invoices will be required to be submitted to the WRDC Development Manager for processing and be itemized between material and labor.

10. Submission of Statements. Monthly statements of account will be required to be submitted to the WRDC Finance Department for reconciliation.

11. Payment Terms

- 11.01 The terms of payment shall be Net thirty (30) days upon dated receipt of invoice for goods and services rendered.
- 11.02 The WRDC will not pay for any materials and/or labor costs in excess of those identified in the Proposal unless the situation warrants a review of the scope of work.
- 11.03 Excess costs will require prior approval by WRDC and an amendment to the contract before being incurred.

12. Account Management. The successful Bidder must work cooperatively with the WRDC to effectively manage the services and the business relationship, to include initial implementation, account reconciliation, duplicate invoices, delivery coordination, error resolution, etc.

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VI. PROPOSAL FORM

The undersigned hereby offer to provide design, engineering and administer construction management services and all appurtenances for the Wolf River Development Company of The Laundry Basket, LLC and attached Maintenance Garage as outlined in this RFP and offers to furnish such related goods and services in accordance with all applicable laws and regulations. Bidder must provide unit price and total amount of each item. Bidder is responsible to ensure amounts are totaled accurately and without errors as inaccuracies may cause Proposal to be rejected.

A. Schedule of Values: Wisconsin State Specifications for WRDC The Laundry Basket, LLC and attached Maintenance Garage.

Cost-Effective Construction Approach

The design and construction of the laundromat and attached maintenance garage will prioritize cost-effectiveness without compromising quality, safety, or functionality. Materials and construction methods – such as choosing between a pre-engineered metal building or traditional wood framing – will be selected based on the most economical option that meets project requirements and long-term durability. All decisions will reflect responsible stewardship of project funds and alignment with budgetary goals.

1. Mobilization

- Cost of the mobilization to complete the project for all aspects.

2. Pre-Design & Planning

- Site visits and evaluation
- Compliance with all tribal and municipal regulations

3. Engineering Design

- Development of full set of construction documents including site layout, floor plans, structural, mechanical, electrical, and plumbing (MEP) designs
- Energy efficiency and ADA compliance

4. Civil Site Work

- Clearing and grading of the site
- Utility connection and stormwater management
- Removal of existing garage

5. Laundromat Building Materials

- Cost of Building Materials for the PEMB

6. Laundromat Building Construction Labor

- Foundation, framing, roofing, siding, insulation, and interior finishes
- Construction of commercial-grade restroom (In Attached Garage Only)
- Compliance with building and fire codes

7. Attached Garage Building Materials

- Cost of Building Materials for the PEMB

8. Attached Garage Building Construction Labor

- Foundation, framing, roofing, siding, insulation, and interior finishes
- Construction of commercial-grade restroom (In Attached Garage Only)
- Construction of a utility/maintenance area with two garage doors
- Dedicated electrical, plumbing, and ventilation systems
- Compliance with building and fire codes

9. Mechanical Electrical and Plumbing (MEP) Systems Laundromat & Attached Garage

- Electrical, plumbing, HVAC (Coordination with the Selected Laundry Mat Service Provider for Washer/Dryer Specifications etc.)

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- Dryer venting and water heating system (Coordination with the Selected Laundry Mat Service Provider for Washer/Dryer Specifications etc.)
- Work with MITW Utilities to connect to water and sewer system
- Emergency and security systems (Owner will work with Security Systems)

10. Equipment Installation (Coordination ONLY)

- Washers, dryers, vending systems, folding tables
- IT network setup and payment systems

11. Exterior Site Work as designed

- Completion of Parking lot, sidewalks, lighting, signage, and landscaping as pre-designed and attached to this RFP.

12. Final Commissioning & Close-Out

- Final inspections, testing, and turnover
- As-built drawings, warranties, and training

Schedule of Values: PROPOSED BID COSTS:

Pay Item No.	Major Item of Work	Estimated Qty	Unit Bid Price	Amount Bid
1.	Mobilization			
2.	Pre-Design & Planning			
3.	Engineering Design			
4.	Civil Site Work			
5.	Building Construction (Laundromat) Materials			
6.	Building Construction (Laundromat) Labor			
7.	Building Construction (Attached Garage) Materials			
8.	Building Construction (Attached Garage) Labor			
9.	MEP Systems (Laundromat & Attached Garage)			
10.	Equipment Installation (Coordination Only)			

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11.	Exterior Site Work as Designed			
12.	Final Commissioning & Close Out			

Total Cost of Project:

\$ _____
Numeric Value **Written Dollar Value**

1. References. List of references along with contact information.

Name: _____
Email Address: _____
Mailing Address: _____
Phone Number: _____
Fax Number: _____

Name: _____
Email Address: _____
Mailing Address: _____
Phone Number: _____
Fax Number: _____

Name: _____
Email Address: _____
Mailing Address: _____
Phone Number: _____
Fax Number: _____

2. Similar Projects. List of projects similar in scope and size to this project along with the contact information for each company and/or organization listed.

Contact Person: _____
Company/Organization: _____
Address: _____
Phone Number: _____
Fax Number: _____

Project Description:

Contact Person: _____

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Company/Organization: _____
Address: _____
Phone Number: _____
Fax Number: _____

Project Description:

Contact Person: _____
Company/Organization: _____
Address: _____
Phone Number: _____
Fax Number: _____

Project Description:

Contact Person: _____
Company/Organization: _____
Address: _____
Phone Number: _____
Fax Number: _____

Project Description:

- 3. Experience with MITW and or WRDC.** List of projects previously completed for the MITW or WRDC (if more space is required, add additional pages as needed). If Bidder has no previous experience with MITW and or WRDC, Bidder must provide with Proposal documents evidence showing capability to provide products and services as required, to include, but not limited to a list of equipment, employees with positions, and a narrative on service plan execution.

Contact Person: _____
Department: _____
Date Completed: _____

Project Description:

Contact Person: _____
Department: _____
Date Completed: _____

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Project Description:

4. Subcontractors Information. (If more space is required, submit on additional pages as needed).

Contact Person: _____
Company/Organization: _____
Address: _____
FEIN#: _____
Phone Number: _____

Contact Person: _____
Company/Organization: _____
Address: _____
FEIN#: _____
Phone Number: _____

Contact Person: _____
Company/Organization: _____
Address: _____
FEIN#: _____
Phone Number: _____

5. Owner Information. Provide all the requested information below for any business entities each owner/partner of this Proposal has had with any other business entities and/or partnerships either currently held or has held within the past ten (10) years whether those entities still exist or have been terminated. Insert additional pages with the proposal if necessary.

Owner Name	Entity Name	Type of Entity	State of Origin	DUNS#	FEIN#
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6. Bidder's Statement and Signature.

I, the undersigned, have read, understand, and am in compliance with the Instructions to Bidders, including the Special Requirements, in preparing a Proposal for the design, engineering and administer construction management services and all appurtenances for The Laundry Basket,

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LLC and Attached Maintenance Garage for the Wolf River Development Company. The undersigned understands that any condition to the above requirements submitted contrary to such requirements will render this Proposal unresponsive. The undersigned also certifies that this Proposal shall remain open and valid for 90 days after the due date of Proposals.

Company Name

Address

City

State

Zip Code +4 (**full 9 digits required**)

Authorized Signature

Title

Date

Printed Name

Telephone Number

Email address

FEIN Number

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VII. APPENDICES

A. Appendix "A" – Evaluation Criteria

PROJECT: Wolf River Development Company design, engineering and administer construction management services for the Laundry Basket, LLC and attached Maintenance Garage.

BIDDER: _____

- 1. THRESHOLD CRITERIA MET.** Proposals that do not meet these threshold criteria will not be evaluated or considered for award.

Date: Thursday, October 9th, 2025 at Time: 2:00 p.m.

Proposal Deadline Met

☐ YES ☐ NO

MITW Taxes/Debt Current

☐ YES ☐ NO

Proof of Insurance included with Proposal (Bidder & Subs)

☐ YES ☐ NO ☐ N/A

Bid Security (if applicable)

☐ YES ☐ NO ☐ N/A

Federal Excluded Parties List System (www.epls.gov)

☐ YES ☐ NO

Menominee Tribal Debarment List and/or Debtors List

☐ YES ☐ NO

Work Plan In Compliance with Tribal Code §25.1-11

☐ YES ☐ NO ☐ N/A

Within Project Budget Amount

☐ YES ☐ NO ☐ N/A

- 2. QUALIFICATIONS:** Proposals that do not meet the minimum threshold points of 25 in these categories will be considered unqualified and will not be considered for award.

Description of Qualifications	Threshold Points	Minimum Score	Maximum Score	Evaluator's Score
Company Overview	n/a	0	15	
Experience How long has Company been in Business	5	0	15	
Profile Staff Owners, Partners, Key Management Officials and/or Senior Management	n/a	0	10	
Capabilities Financial strengths, access to capital, equipment, etc.	10	0	20	
References 5 points per reference	5	0	15	
Description of Similar Projects	5	0	15	
Experience with WRDC or Tribe ±3 points per project	0	-15	15	
Adherence to Proposal Instructions	n/a	0	5	
TOTAL POINTS (MAX 110)►	25	-15	110	

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3. PROPOSAL PRICE: \$ _____ **TOTAL POINTS:** _____
Maximum points available (60)

The low Bidder will receive the maximum points. All other Proposals will be compared to the low Proposal (Bid "X" divided by the Low Proposal). For every 1% higher than the low Proposal, 3 points will be deducted from Proposal "X"'s price points.

4. MINORITY PREFERENCE. Maximum Points Available (30) or 15% - not variable

If the Bidder is a Tribal member owned corporation or partnership, the Bidder must provide the following documentation with Proposal.

- i. Proof of Tribal Membership
- ii. Proof of financial interest or ownership in the entity
- iii. List of Native American employees and enrollment numbers
- iv. Proof of MBE, WBE certification

A.) Ownership - Tribal Affiliation

Affiliation 4A	Max Score	Evaluator's Score
Enrolled Menominee Tribal Member 51% owned	20	
Other Native American Owned Business	10	
Spouse to enrolled Menominee	10	
Descendant (1&2 Gen.) of enrolled Menominee	5	
Other MBE, WBE, certified business	5	
TOTAL POINTS (MAX 20) ►	20	

B.) Employees - Tribal Affiliation (Not claimed in 4A)

Affiliation 4B	Max Score	Evaluator's Score
Enrolled Native American Employees	2 points each	
Native American Subcontractor(s)	2 points each	
TOTAL POINTS (MAX 10) ►		

TOTAL POINTS SCORED: _____
MAXIMUM POINTS AVAILABLE: (200)

COMMENTS AND CONSIDERATIONS: _____

Signature of Evaluator: _____

Date of Proposal Evaluation: _____

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

B. Appendix “B” – Supplemental Specifications

**SUPPLEMENTAL SPECIFICATIONS TO THE
STATE OF WISCONSIN COMMERCIAL BUILDING CODES AND STANDARD
SPECIFICATIONS FOR CONSTRUCTION**

WRDC The Laundry Basket, LLC and Attached Maintenance Garage

GENERAL PROVISIONS

https://docs.legis.wisconsin.gov/code/admin_code/sps/safety_and_buildings_and_environment/361_366

A.) Construction Requirements – General

Submit 3 copies of a preliminary construction schedule at least 7 days before the pre-construction conference.

A preliminary construction schedule is a written narrative with a detailed breakdown of all contract activities for the first 45 days after the notice to proceed is issued. Within 7 days after the pre-construction conference, the preliminary construction schedule will be accepted or rejected. If rejected, submit a revised schedule within 3 days. Do not begin work, except mobilization, traffic control, and facility-type work, without an accepted preliminary construction schedule.

Use either the Bar Chart Method (BCM) or the Critical Path Method (CPM) described below, or Contractor’s Method to develop the construction schedule for the total contract work. Preface each construction schedule as follows:

- 1.) Project name
- 2.) Contract number
- 3.) Contractor
- 4.) Original contract time allowed or completion date
- 5.) Type of construction schedule (initial or update)
- 6.) Effective date of the schedule
- 7.) Percent work complete
- 8.) Percent time used

Submit 3 copies of the construction schedule within 30 days after the notice to proceed is issued.

Allow 14 days for acceptance or rejection of the construction schedule or a revised schedule. If rejected, submit a revised schedule within seven 7 days. Do not show conflicts with any scheduled activities and order of work requirements in the contract.

Show completion of the work within the contract time.

B.) Bar Chart Method (BCM)

The BCM construction schedule consists of a progress bar chart and a written narrative.

- 1.) Progress bar chart. The following applies to the initial submission and all updates:
 - i. Use a time scale to graphically show the percentage of work scheduled for completion during the contract time.

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- ii. Define and relate activities to the contract pay items.
 - iii. Show all activities in the order the work will be performed, including submittals, submittal reviews, fabrication, and delivery.
 - iv. Show all critical (major) activities that are controlling factors in the completion of the work.
 - v. Show the time needed to perform each activity and its relationship in time to other activities.
 - vi. Show the total expected time to complete all work.
 - vii. Provide enough space for each activity to permit 2 additional plots parallel to the original time span plot. Use one space for revision of the planned time span, and one for showing actual time span achieved.
- 2.) Written narrative. Furnish a written narrative of the activities displayed in the progress bar chart.

C.) Critical Path Method (CPM)

The CPM construction schedule consists of a diagram, a tabulated schedule, and a written narrative.

- 1.) Diagram. Use the “activity-on-arrow” format for the arrow diagrams or the “activity-on-node” format for precedence diagrams. The following applies to the initial submission and all updates:
 - i. Use a time scale to graphically show the percent of work scheduled for completion by any given date during the contract time.
 - ii. Define and relate activities to the contract pay items.
 - iii. Show the sequence and interdependence of all activities including submittals, submittal reviews, fabrication, and deliveries.
 - iv. Show all activity nodes, activity descriptions, and durations. Show all network dummies (for arrow diagrams only).
 - v. Identify the critical path.
- 2.) Tabulated Schedule. The following requirements apply to the tabulated schedule:
 - i. For arrow diagrams, show activity beginning and ending node numbers.
 - ii. For precedence diagrams, list activities and show lead or lag times.
 - iii. Show activity durations.
 - iv. Show activity descriptions.
 - v. Show early start and finish dates.
 - vi. Show late start and finish dates.
 - vii. Show status (critical or not).
 - viii. Show total float.
- 3.) Written narrative. Furnish a written narrative of the activities displayed in the schedule diagram.

D.) Written Narrative

The following applies to the written narrative:

- 1.) Estimate starting and completion dates of each activity.
- 2.) Describe work to be done within each activity including the type and quantity of equipment, labor, and material to be used.
- 3.) Describe the location on the project where each activity occurs.
- 4.) Describe planned production rates by pay item quantities (e.g., cubic meters of excavation per day/week).
- 5.) Describe work days per week, holidays, number of shifts per day, and number of hours per shift.
- 6.) Estimate any periods during which an activity is idle or partially idle. Show the

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beginning and end dates for reduced production or idle time.

- 7.) Describe expected and critical delivery dates for equipment or material that can affect timely completion of the project.
- 8.) Describe critical completion dates for maintaining the construction schedule.
- 9.) Identify the vendor, supplier, or subcontractor to perform the activity. State all assumptions made in the scheduling of the subcontractor's or supplier's work.

E.) Schedule Updates

Review the construction schedule to verify finish dates of completed activities, remaining duration of uncompleted activities, and any proposed logic and/or time estimate revisions. Keep the Project Manager informed of the current construction schedule and all logic changes. Submit 3 copies of an updated construction schedule for acceptance at least every 3 weeks or when:

- 1.) A delay occurs in the completion of a critical (major) activity.
- 2.) A delay occurs which causes a change in the critical path for CPM schedules or a change in a critical activity for BCM schedules.
- 3.) The actual prosecution of the work is different from that presented on the current construction schedule.
- 4.) There is an addition, deletion, or revision of activities caused by a contract modification.
- 5.) There is a change in the schedule logic.

F.) Acceptance

Construction schedules will be evaluated WRDC Development Manager.

C. Appendix "C" – Construction Use Tax

MENOMINEE NATION

MENOMINEE TRIBAL LEGISLATURE

TRIBAL CODE §200.1-11

USE TAX ON CONSTRUCTION MATERIALS

Article I. Use Tax on Construction Materials

§ 200-1. Definitions.

As used in this article, unless the context requires otherwise, the following terms shall have the meaning indicated:

CONSTRUCTION CONTRACTOR

Includes any person who, on the Menominee Reservation, acts as any general contractor, subcontractor, operative builder or special trade contractor as enumerated in the Standard Industrial Classification Manual (1972 edition as supplemented) prepared by the Office of Management and Budget, Executive Office of the President of the United States, but does not include the Menominee Tribe of Indians or any political subdivision or organization of such Tribe created by or under the jurisdiction of the governing body of such Tribe or any enterprise of such Tribe.

DOING BUSINESS ON THE RESERVATION

Engaging in activity as a construction contractor within the exterior boundaries on the Reservation.

MATERIALS USED IN ANY CONSTRUCTION PROJECT

Materials incorporated into any permanent or temporary structure or consumed at any construction project by any construction contractor while doing business on the Reservation.

PERSON

Any natural person, firm, partnership, corporation, company, or association.

PLACE OF BUSINESS ON THE RESERVATION

Each location on the Reservation where a person engages in activity as a construction contractor.

§ 200-2. Imposition of Tax; exception.

There is hereby imposed upon the privilege of doing business as a construction contractor on the Menominee Reservation (hereinafter called "Reservation") a use tax upon the price paid for all materials used by a construction contractor in any construction project within the exterior boundaries of the Reservation, except that such tax shall not apply.

A.) To materials used in the construction, rehabilitation, remodeling, alteration or repair of:

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

- 1.) A private residence owned and occupied (or intended for occupancy) by an individual; or
 - 2.) An outbuilding owned by an individual where such construction, rehabilitation, remodeling, alteration or repair is undertaken at the expense of such individual and not undertaken at the expense of the Menominee Department of Housing.
- B.) When the Menominee Indian Tribe or its authorized agents, employees or its officers act as the general contractor for the construction projects within the exterior boundaries on the Menominee Indian Reservation.

§ 200-3. Rate of tax.

- A.) The tax imposed in § 200-2 shall be assessed in accordance with the following schedule:

Price Paid for Materials	Tax
\$0.01 to \$0.11	\$0.00
\$0.12 to \$0.30	\$0.01
\$0.31 to \$0.50	\$0.02
\$0.51 to \$0.70	\$0.03
\$0.71 to \$0.90	\$0.04
\$0.91 to \$1.11	\$0.05
\$1.12 to \$1.30	\$0.06
\$1.31 to \$1.50	\$0.07
\$1.51 to \$1.70	\$0.08
\$1.71 to \$1.90	\$0.09
\$1.91 to \$2.11	\$0.10

- B.) Each Additional dollar of fraction thereof is assessed an increment of tax accord with this schedule.

§ 200-4. Persons subject to tax.

Each construction contractor doing business on the Reservation is subject to the tax imposed in § 200-2.

§ 200-5. Permit for place of Business.

- A.) No construction contractor may maintain a place of business on the Reservation unless the Menominee Indian Tribe (hereinafter called the "Tribe") has issued a permit to such contractor.
- B.) Each construction contractor doing business on the Reservation shall make application to the Tribe for a permit for each location where the applicant maintains or intends to maintain a place of business in the Reservation. Such application shall be made in the form prescribed by the Tribe and shall set forth the name under which the applicant transacts or intends to transact business on the Reservation and the applicant's principal place of business (if different from the location on the Reservation for which the permit application is made). The application shall be signed by the owner or the applicant, if a natural person, or, in the case of an association or partnership, by a member or partner

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thereof, or, in the case of a corporation, by an executive officer thereof, or by some other person specifically authorized by the corporation to sign the application, to which shall be attached written evidence of the signatory's authority. Each permit application shall be accompanied by a filing fee of \$15.00.

- C.) Each applicant for a permit shall post a bond or other adequate security as security for future use tax obligations to the Tribe as a condition for issuance of a permit. Failure of a permit holder to maintain such bond or other adequate security while doing business on the Reservation shall result in revocation of a permit.
- D.) The Tribe shall issue a permit to an applicant who files a completed application and pays the prescribed fee, provided that the Tribe may refuse to issue a permit to any applicant who is delinquent in payment of any obligation to the Tribe until such obligation is satisfied.
- E.) A permit may not be assigned or transferred and is valid only for use by the person in whose name it is issued and at the location for which issued. A permit shall be conspicuously displayed at all times at the location for which issued. Once issued, a permit shall continue in validity and effectiveness, without payment of additional fees, when used in accordance with the requirements set forth herein, until cancelled or revoked.

§ 200-6. Reporting and remittance of tax; penalty.

- A.) No later than the 15th day after the last day of each calendar quarter-year, each construction contractor holding a permit shall provide, in a report form prescribed by the Tribe, a list of and the prices paid for all materials used during the immediately preceding quarter-year in each construction project for which such construction contractor has been issued a permit and shall remit to the Tribe payment of the tax due on such material calculated in accordance with the schedule set out in § 200-3.
- B.) Alternate procedure.
 - 1.) In lieu of the reporting and remitting procedures provided in Subsection A, a construction contractor may petition the Tribe for permission to use the following alternate reporting and remitting procedure:
 - i. List all material and the prices paid for the same that are intended for use in a construction project on the Reservation during the immediately following one, two, three, and four calendar quarters.
 - ii. Calculate the tax applicable to such material in accordance with the schedule set out in § 200-3
 - iii. Divided the amount of tax by the number of applicable quarters and remit each quarter's pro rata share of the tax no later the 15th day after the end of such quarter.
 - 2.) Then price of any and all additional materials subsequently purchased during a quarter-year in which this alternate procedure is employed shall be included in the

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report for the quarter in which used, and the tax applicable to such materials shall be remitted to the Tribe with such report no later than the 15th day after the end of such quarter.

- C.) Any construction contractor subject to tax under this article who fails to pay the tax when due shall be assessed a penalty of 1% per month (or fraction thereof) on the amount of tax due, such penalty to continue to accrue until the full amount due is remitted to the Tribe.
- D.) If it is determined subsequent to the receipt of tax proceeds by the Tribe that an amount of tax penalty on interest has been paid which was not due under provisions of the article, whether as a mistake of fact or law, such amount shall be credited against any tax due, or to become due, under this article from the person who made the overpayment, or such amount shall be refunded to such person by the Tribe, provide that a claim for refund shall be filed within three years of the collection of the overpayment or such claim shall be forever barred.
- E.) An extension of time, not to exceed 15 days, within which to make a report and remittance required by this section may be granted by the Tribe upon proper application thereof.
- F.) The Tribe shall issue a receipt for each use tax remittance made.

§ 200-7. Enforcement.

- A.) Failure of any construction contractor to comply with the reporting and remittance provisions of § 200-6 shall result in revocation by the Tribe of all permits held by such contractor and in the denial of the privilege of doing business on the Reservation.
- B.) No construction contractor whose permit has been revoked pursuant to Subsection A of this section shall be eligible to apply for a new permit until such contractor has fully satisfied all delinquent obligations to the Tribe, has filed a new application in conformance with the provisions of § 200-5B, has posted a bond or other security as provided in § 200-5C, and has paid a permit reinstatement fee of \$25.
- C.) The Tribe is empowered and authorized to deny to any person not a member of the Tribe the privilege of coming within the exterior boundaries of the Reservation, if such person is delinquent in paying any obligation owed to the Tribe.

§ 200-8. Authority of Lending & Tax.

The Lending & Tax Department of the Tribe shall have authority to implement and enforce this article, to collect taxes and penalties due, to issue forms and regulation, and to institute such procedures and proceedings as are necessary to carry out the purpose and provisions of this article.

§ 200-9. Consent to jurisdiction.

- A.) All contracts and other agreements which permit or authorize the lawful presence of persons who are not tribal members upon tribal land or individually owned Indian trust land within the exterior boundaries on the Reservation shall henceforth contain the following provision: "The undersigned hereby irrevocably stipulates, consents and agrees

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to the jurisdiction of the Menominee Tribal Court in any action for the purpose of collecting or enforcing any Menominee tribal tax. The failure to pay any overdue tax upon demand shall be just cause for the termination of this agreement.”

- B.) No such agreement entered into after the effective date of this article which does not contain the provisions set forth above shall be valid and binding upon the Tribe of enforceable against any person in the Menominee Tribal Court.

§ 200-10. When effective.

This article shall become effective upon enactment and shall be applicable to any construction contractor who does business on the Reservation after June 1, 1983, but shall not apply to any construction project where construction commenced prior to June 1, 1983.

§ 200-11. Waiver.

The Menominee Tribal Legislature may waive the remittance of any tax obligation under this article by motion if the Legislature determines that one of the following conditions exists:

- A.) There is no jurisdiction to impose said tax;
- B.) Imposition of the tax would unfairly affect Indian contractors because of an inability to enforce the tax equally against both Indian and non-Indian contractors; or
- C.) Waiver is in the best interests of the Menominee Indian Tribe.

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D. Appendix "D" – Wisconsin Sales and Use Tax Exemption Certificate

WISCONSIN SALES AND USE TAX EXEMPTION CERTIFICATE

Check One ☒ Single Purchase ☐ Continuous

Purchaser's Business Name	Purchaser's Address
---------------------------	---------------------

The above purchaser, whose signature appears on the reverse side of this form, claims exemption from Wisconsin state, county, baseball or football stadium, local exposition, and premier resort sales or use tax on the purchase, lease, license, or rental of tangible personal property, property under s.77.52(1)(b), items under s.77.52(1)(c), goods under s.77.52(1)(d), or taxable services, as indicated by the box(es) checked below.

I hereby certify that I am engaged in the business of selling, leasing, licensing, or renting: _____

(Description of property, items, goods, or services sold by purchaser.)

General description of property or services purchased (itemize property, items, or goods purchased if "single purchase"):

Seller's Name	Seller's Address
---------------	------------------

PROPOSED EXEMPT USE

☐ **Resale** (Enter purchaser's seller's permit or use tax certificate number) _____

Manufacturing

- ☐ Tangible personal property (TPP) or item under s.77.52(1)(b) that is used exclusively and directly by a manufacturer in manufacturing an article of TPP or items or property under s.77.52(1)(b) or (c) that is destined for sale and that becomes an ingredient or component part of the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale or is consumed or destroyed or loses its identity in manufacturing the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale.
- ☐ Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.
- ☐ The repair, service, alteration, fitting, cleaning, painting, coating, towing, installation, and maintenance of machines and specific processing equipment, that the above purchaser would be authorized to purchase without sales or use tax, at the time the service is performed thereon. Tools used to repair exempt machines are not exempt.
- ☐ Fuel and electricity consumed in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) in this state.
Percent of fuel exempt: _____ % Percent of electricity exempt: _____ %
- ☐ Portion of the amount of fuel converted to steam for purposes of resale. (Percent of fuel exempt _____ %)

Farming (To qualify for this exemption, the purchaser must use item(s) exclusively and directly in the business of farming, including dairy farming, agriculture, horticulture, floriculture, silviculture, or custom farming services.)

- ☐ Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming.
- ☐ Feed, seeds for planting, plants, fertilizer, soil conditioners, sprays, pesticides, and fungicides.
- ☐ Baling twine and baling wire.
- ☐ Breeding and other livestock, poultry, and farm work stock.
- ☐ Containers for fruits, vegetables, grain, hay, and silage (including containers used to transfer merchandise to customers), and plastic bags, sleeves, and sheeting used to store or cover hay and silage.
- ☐ Animal waste containers or component parts thereof (may only mark certificate as "Single Purchase").
- ☐ Animal bedding, medicine for farm livestock, and milk house supplies.

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Federal and Wisconsin Governmental Units	Enter CES No., if applicable												
☐ The United States and its unincorporated agencies and instrumentalities and any incorporated agency or instrumentality of the United States wholly owned by the United States or by a corporation wholly owned by the United States. ☐ Any federally recognized American Indian tribe or band in this state. ☐ State of Wisconsin or any agency thereof; Local Exposition District, Professional Baseball Park District, or Professional Football Stadium District. ☐ Wisconsin county, city, village, or town, including public inland lake protection and rehabilitation district, municipal public housing authorities, uptown business improvement districts, local cultural arts district, the Wisconsin Aerospace Authority, the Health Insurance Risk-Sharing Plan Authority, the Wisconsin Quality Home Care Authority, the Fox River Navigational System Authority, and any Regional Transit Authority in Wisconsin. ☐ Wisconsin public schools, school districts, universities, and technical college districts. ☐ County-city hospitals or UW Hospitals and Clinics Authority. ☐ Sewerage commission, metropolitan sewerage district, or a joint local water authority.													
Other													
☐ Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser. ☐ Trailers and accessories, attachments, parts, supplies, materials, and service for motor trucks, tractors, and trailers which are used exclusively in common or contract carriage under LC or IC No. _____. ☐ Items or services purchased directly by and used by religious, charitable, educational, scientific, or other organizations holding a Wisconsin Certificate of Exempt Status. CES No. _____. ☐ Tangible personal property and items, property and goods under s.77.52(1)(b), (c), and (d) to be resold by _____ on my behalf where _____ is registered to collect and remit sales tax to the Department of Revenue on such sales. ☐ Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment # _____, who is enrolled with and resides on the _____ Reservation, where buyer will take possession of such property, items, goods, or services. ☐ Tangible personal property and items and property under s.77.52(1)(b) and (c) becoming a component of an industrial or municipal waste treatment facility, including replacement parts, chemicals, and supplies used or consumed in operating the facility. ☐ Portion of the amount of electricity or natural gas used or consumed in an industrial waste treatment facility. (Percent of electricity or natural gas exempt _____%) ☐ Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel for residential or farm use.													
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 15%; text-align: center;">% of Electricity Exempt</th> <th style="width: 15%; text-align: center;">% of Natural Gas Exempt</th> <th style="width: 30%; text-align: center;">% of Fuel Exempt</th> </tr> </thead> <tbody> <tr> <td>☐ Residential</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> </tr> <tr> <td>☐ Farm</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> </tr> </tbody> </table>			% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt	☐ Residential	_____ %	_____ %	_____ %	☐ Farm	_____ %	_____ %	_____ %
	% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt										
☐ Residential	_____ %	_____ %	_____ %										
☐ Farm	_____ %	_____ %	_____ %										
Address Delivered: _____													
☐ Percent of printed advertising material solely for out-of-state use. _____ % ☐ Catalogs, and the envelopes in which the catalogs are mailed, that are designed to advertise and promote the sale of merchandise or to advertise the services of individual business firms. ☐ Other purchases exempted by law. (State items and exemption). _____ _____ _____ _____													
<i>I hereby certify that if the item(s) being purchased are not used in an exempt manner, I will remit use tax on the purchase price at the time of first taxable use. I understand that failure to remit the use tax may result in a future liability that may include tax, interest, and penalty.</i>													
Signature of Purchaser	Print or Type Name												
Title	Date												

(DETACH AND PRESENT TO SELLER)

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

E. Appendix "E" – Certificate of Insurance

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) Date COI was Produced		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Insurance Group Representing Bidding Company		CONTACT NAME: PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL: ADDRESS:				
INSURED Name and Address of Bidding Company		INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #		
COVERAGES CERTIFICATE NUMBER: 1825449437 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:		Policy #	Current	Dates	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		Policy #	Current	Dates	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$		Policy #	Current	Dates	EACH OCCURRENCE \$5,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Policy #	Current	Dates	PER STATUTE ☒ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) MITW, its agents, officers, officials and employees are additional insured on the General Liability policy on a primary, non-contributory basis per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. MITW, its agents, officers, officials and employees are additional insured on the BLANK policy per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. The General Liability, Auto and Workers Compensation policy includes a waiver of subrogation in favor of MITW, its agents, officers, officials and employees per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement. See Attached...						
CERTIFICATE HOLDER MITW MITW's Unit of Gov Requesting RFP RFP's Project Identification # MITW's Full Address			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature of Producer			

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AGENCY CUSTOMER ID: MENOIND-01	
LOC #: _____	
 ADDITIONAL REMARKS SCHEDULE Page <u>1</u> of <u>1</u>	
AGENCY Cottingham & Butler POLICY NUMBER CARRIER NAIC CODE	NAMED INSURED Menominee Indian Tribe of WI PO Box 910 Keshena WI 54135 EFFECTIVE DATE:
ADDITIONAL REMARKS	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: <u>25</u> FORM TITLE: <u>CERTIFICATE OF LIABILITY INSURANCE</u> attached to the policy. A 30-day notice of cancellation is provided by the insurance company to the certificate holder as outlined by the endorsement attached to the General Liability, Auto, Workers Compensation and Umbrella policies.	
ACORD 101 (2008/01)© 2008 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD	

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F. Appendix "F" – Sample Contract

CCN # Add contract control number here

PARTIES:

WOLF RIVER DEVELOPMENT COMPANY (hereinafter referred to as "WRDC")

Located at P.O. Box 460
Keshena, WI 54135

And

ADD NAME OF CONTRACTOR HERE (hereinafter referred to as "Contractor")

Located at: (Add Contractor Address Here)

TERMS AND CONDITIONS

IN CONSIDERATION OF the promises and mutual covenants and agreements contained, the parties agree as to the following:

1.0 DEFINITIONS.

- 1.1 "Contractor" shall mean the individual, business, organization, or company providing services or goods to the WRDC pursuant to this contract.
- 1.2 "Main Contract" shall mean this document to which the Service Agreement and other Exhibits or Attachments are attached thereto and incorporated by reference.
- 1.3 "Service Agreement" shall mean the document incorporated by reference and attached hereto as Exhibit "A", which details the services, goods and/or work to be furnished to the WRDC pursuant to this Contract.
- 1.4 "WRDC" shall mean the Wolf River Development Company.

2.0 SERVICES TO BE RENDERED BY THE CONTRACTOR.

- 2.1 Contractor agrees to provide the services goods and/or work detailed and described in the Service Agreement incorporated by reference and attached hereto as Exhibit "A". The *general nature* of the service(s) is/are as follows:

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- 2.2 Contractor understands and agrees that specific terms of the Service Agreement shall control over inconsistent general terms and conditions of the Main Contract.
- 2.3 Contractor agrees to furnish all labor, materials, equipment, supplies, services, tools, machinery, and other facilities of every kind and description required for the prompt and efficient execution of the following described duties, services and/or goods, unless otherwise specified in the Service Agreement.
- 2.4 Contract shall perform the work described herein at the following location: W2818 Go Around Road, Keshena, WI, unless other specified in the Service Agreement.
- 2.5 All of the equipment and materials furnished under this contract will be new and the work will be of good quality.
- 3.0 TERM OF CONTRACT.** Contractor shall begin work on _____ and complete all work on or before _____, unless otherwise specified in the Service Agreement.
- 4.0 COMPENSATION TO BE PAID BY THE WRDC.**
- 4.1 The Contractor shall submit all documentation of work completed to the WRDC upon the 25 day of each month and WRDC shall pay the amount due upon the following next Wolf River Development Company Finance Department check disbursal date, unless otherwise specified in the Service Agreement. The term "documentation" shall mean weekly pay reports, construction schedule, costs breakdown, invoices, and all other itemized information relating to completed performance. Total amount paid by the WRDC shall not exceed _____, unless otherwise specified in the Service Agreement.
- 4.2 No payment shall be made for work, which, in the judgment of the WRDC, has not been completed in a manner satisfactory to the WRDC. Additional work performed by Contractor without a written amendment will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Period of Performance.
- 5.0 SUPERSEDING EFFECT.** This Contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed by the Contractor and the compensation to be paid by the WRDC.
- 6.0 ADDITIONAL TERMS AND CONDITIONS.** In addition to the Service Agreement attached as Exhibit "A", the following Exhibits attached and referenced hereto shall contain additional terms and conditions that shall apply to this contract:

--

7.0 INDEPENDENT CONTRACTOR.

- 7.1 The Contractor shall, in all matters relating to this Contract, be acting as an independent contractor. The Contractor, his employees and subcontractors are

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not employees of the WRDC under the meaning or application of any Federal or State Unemployment Insurance Laws, or other Social Security Law or any Workmen's Compensation Law, Industrial Law or otherwise. The Contractor shall assume and pay all liabilities and perform all obligations imposed by any such laws with respect to the performance of this Contract. The Contractor shall not have any right, power, or authority to create any obligation, express or implied on behalf of WRDC and shall not have any authority to represent itself as an agent of WRDC.

- 7.2 Contractor assumes all liability for personal injury, to employees of Contractor, agents of Contractor, the general public or damage to the environment, including possible groundwater contamination occurring during the performance of Contractor's services.

- 8.0 INDEMNITY TO TRIBE.** The Contractor shall save and hold Tribe and WRDC harmless from and against all suits or claims that may be based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of this Contract, whether such claims shall be made by an employee of the Contractor, or by any other person. The Contractor shall, at its own cost and expense, pay all costs incurred by the WRDC in connection therewith. If any judgment shall be rendered against Tribe or WRDC in any such action, the Contractor shall satisfy and discharge the same without cost or expense to the Tribe or WRDC. However, this indemnity shall not apply to claims, actions, or suits resulting from the Tribe or WRDC's negligence.

- 9.0 LIQUIDATED DAMAGES.** If the Contractor fails to complete the work within the time specified in this Contract or any extension thereof, the actual damages incurred by the WRDC as a result of the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay or the WRDC shall retain from payments due or to become due as fixed, agreed, and liquidated damages the amount of _____ for each calendar day of delay. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor. In the event of an excusable delay, the WRDC shall ascertain the facts and the extent of the delay and shall extend the time performance of the Contract when in the judgment of the WRDC the findings justify an extension.

- 10.0 PERFORMANCE OF CONTRACT.** This Contract shall be performed by Contractor, in a manner satisfactory and acceptable to the WRDC, who shall be the sole judge of quality of performance.

- 11.0 SECURITY & OTHER PROVISIONS.** Please check where applicable.

- 11.1 ☐ **Performance Bond** – Contractor shall furnish to WRDC a performance bond in a form acceptable to WRDC to insure completion of the work to be performed under this contract.
- 11.2 ☐ **Letter of Credit** – Contractor shall furnish to WRDC an irrevocable letter of credit in favor of WRDC in a form acceptable to WRDC in an amount equal to the contract price.
- 11.3 ☐ **Withholding** – WRDC shall withhold 10% of total contract price listed of this contract for a period of 180 days; and thereafter upon completion and acceptance of work, WRDC shall pay to Contractor the withheld amount, less any sums used

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

to repair Contractor's faulty work, unless otherwise specified in the Service Agreement.

- 11.4 ☐ **Payment Bond** – Contractor shall furnish to WRDC a payment bond in a form acceptable to WRDC to insure payment of subcontractors under this Contract. The sum of the payment bond shall be 100% of the total contract price, unless otherwise specified in the Service Agreement.
- 11.5 ☐ **Indian Preference** – The work to be performed under this contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25USC450e(b)) (Indian Act), which requires that to the greatest extent feasible: a) preference and opportunities for training and employment will be given to Indians, and b) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. The parties to this contract shall comply with the provisions of section 7(b) of the Indian Act. In connection with this contract, the contractor shall, to the greatest extent feasible, give preference in the award of any subcontractors to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment of Indians. The contractor shall include this section 7(b) clause in every subcontract in connection with this project, and shall, at the direction of the recipient, take appropriate action pursuant to the subcontract upon a finding by the recipient or agency that the subcontractor has violated the section 7(b) clause of the Indian Act.
- 11.6 ☐ **Davis-Bacon and Related Wage Provisions Act** – Contractor shall comply with all applicable provisions of the Davis-Bacon and Related Wage Provisions Acts.
- 11.7 ☐ **Not Applicable**
- 11.8 ☐ **Other (specify):**

12.0 WARRANTIES BY CONTRACTOR.

- 12.1 Contractor warrants that it holds all permits needed to comply with this contract and agrees to maintain the same and to comply fully with all state, federal, tribal, and local laws, regulations and ordinances applicable to the servicing to be provided by Contractor under this agreement. All construction performed under

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

this Contract shall be in compliance with the State of Wisconsin Standard Specifications For Highway and Structure Construction 2022 Edition.

- 12.2 Contractor warrants that it operates in compliance with Menominee Tribal Code §200.1-11 (Use Tax), No. 82-22 (MTE Materials), and §625.1-261 (Zoning).
- 12.3 Contractor shall maintain for the duration of this agreement such insurance as shall adequately protect Contractor, his employees and agents and the WRDC, its employees and agents, from claims under Worker Compensation Acts. In addition, public liability and builder risk insurance will be required against risks of damages for personal injury, including death, or for damage to property, both real and personal, which may arise from operations under this agreement whether such operations be by Contractor or by anyone directly or indirectly employed by him. Contractor shall deliver to WRDC, at the time of the signing of this agreement, evidence in the form of a Certificate of Insurance that it is complying with the provisions of this Article.
- 12.4 Contractor warrants that the work performed under this Contract conforms to the Contract requirements and is free from defects in equipment, material, design, or workmanship performed by the Contractor or any of its subcontractors. The warranty shall remain in effect for one (1) year commencing on the date of final acceptance of the work, unless otherwise provided for in the Service Agreement.
- 12.5 If, within the warranty period described, any defect appears, then WRDC shall have the right to take the following actions:
 - 12.5.1 Correct or replace such defective items or work with similar items and recover the total cost incurred by WRDC, from Contractor.
 - 12.5.2 Require Contractor to correct or replace the defective items or work.
- 12.6 In addition to other rights and remedies listed above, all subcontractors', manufacturers', and suppliers' warranties express or implied, respecting any work and materials shall, at the direction of WRDC, be enforced by Contractor for the benefit of WRDC. In such case, if Contractor's warranty has expired, any action directed by WRDC to enforce a subcontractor's, manufacturers or supplier's warranty shall be at the expense of WRDC.
- 12.7 The aforesaid warranties shall survive acceptance and payment and shall not be deemed to be the exclusive rights of WRDC but shall be in addition to the other rights of Tribe under law and the terms of this Contract.
- 12.8 Require Contractor to correct or replace the defective items or work.

13.0 FOSSILS AND ANTIQUITIES

- 13.1 All fossils, coins, articles of value or antiquity, structures and other remains or things of geological, paleontological, or archeological interest discovered by employees of the Contractor or employees of the Contractor or employees of its subcontractors are deemed to be the property of the Tribe. Contractor shall take all reasonable precautions to prevent its employees or employees of its subcontractors from removing or damaging any said items, and shall immediately upon discovery thereof and before removal, advise Tribe of such discovery and follow Tribe's orders as to the disposition thereof.

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13.2 Contractor shall advise applicable personnel, in writing, of Contractor's obligations under this clause and include a clause to this effect in all subcontracts.

14.0 UNDERGROUND CABLES.

14.1 Contractor shall contact Digger's Hotline and Private Line Locators to ascertain the whereabouts of any buried utility lines, cables, etc. prior to the start of any construction involving the exploration, drilling, grading, screening, scalping, or excavation of earth, and any road construction.

14.2 Contractor shall be responsible for the costs of repairing or replacing any underground cables which are damaged as a result of any operations under this agreement whether such operations be by Contractor or any employee or subcontractor of Contractor.

15.0 EXCUSABLE DELAYS. Contractor shall not be liable for damages, including liquidated damages, if any, for delays in performance due to cause beyond the control and without the fault or negligence of the Contractor or any subcontractor.

16.0 CLEANING UP. Contractor shall at all times, keep the work areas free from accumulations of waste material or rubbish. Prior to completion of the work, Contractor shall remove any rubbish from and about the premises, and all tools and equipment not property of the WRDC or Tribe. Upon completion, Contractor shall leave the work and premises in a "broom clean" neat condition satisfactory to WRDC.

17.0 HEATING. The Contractor shall provide and pay for all heating necessary for the proper completion of work.

18.0 DOCUMENTS INCORPORATED BY REFERENCE. In addition to documents attached pursuant to section 2.1, the following documents are hereby incorporated by reference:

--

19.0 ASSIGNMENT AND SUBCONTRACTING. This Contract or any payments hereunder shall not be assigned without the prior written consent of the WRDC. The Contractor shall not subcontract any substantial portion of the work hereunder without the prior written consent of WRDC.

20.0 TIME OF THE ESSENCE. Time is of the essence of this Contract.

21.0 CONSENT TO JURISDICTION. The undersigned hereby irrevocably stipulates, consents, and agrees to the jurisdiction of the Menominee Tribal Court in any action for the purpose of collecting or enforcing any Menominee Tribal tax. The failure to pay any overdue tax upon demand shall be just cause for the termination of this agreement.

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- 22.0 EFFECT OF INVALIDITY OF ANY SECTION.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is by the Courts held to be illegal or in conflict with any laws of the state of tribe where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.
- 23.0 SOVEREIGN IMMUNITY.** The Menominee Indian Tribe does not waive its Sovereign Immunity
- 24.0 GOVERNING LAW.** It is mutually understood and agreed that this Contract shall be governed by the laws of the Menominee Indian Tribe as to substance, interpretation, and performance.
- 25.0 TERMINATION PRIOR TO END OF ANY TERM.** Although it is the express intention of the parties that this Contract shall be in effect for the duration specified, it is mutually agreed that the WRDC may terminate this contract in advance of the end of the term for unsatisfactory performance by the Contractor or the Death of the Contractor. In the case of early termination, the WRDC reserves the right to seek all legal remedies it may have.

In Witness Whereof, the parties hereto have executed this Contract which shall be effective as of the date last signed.

WOLF RIVER DEVELOPMENT COMPANY

Crystal Chevalier, WRDC CEO
Authorized Agent

Date

Authorized Agent of Contractor

Date

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

EXHIBIT "A"

Service Agreement

CCN # _____

WOLF RIVER DEVELOPMENT COMPANY (hereinafter referred to as "WRDC")

Located at: P.O. Box 460
Keshena, WI 54135

And

ADD NAME OF CONTRACTOR HERE (hereinafter referred to as "Contractor")

Located at: (Add Contractor Address Here)

Service Agreement Terms and Conditions

1. Legal Effect of this Service Agreement

- 1.1 The terms and conditions contained within this Service Agreement, are in addition to the general terms and conditions of the main contract to which this Exhibit is reference in and attached thereto.
- 1.2 The terms and conditions contained within this Service Agreement in conjunctions with the general terms and conditions of the main contract and other exhibits attached and referenced are the entire terms of the contract.
- 1.3 Specific terms contained within this service agreement modify inconsistent general terms of the main contract.
- 1.4 Specific terms contained within this service agreement modify inconsistent specific terms of the main contract only is such was clearly the intent of the contracting parties.

2. Work or Services to be Completed by Contractor:

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

3. Total Cost to be paid to Contractor by WRDC:

4. Payment Schedule:

5. Other Terms Applicable to this Contract (in addition to term or condition contained in main contract and Exhibits):

Initials of WRDC's Authorized Agent: _____

Initials of Contractor's Authorized Agent: _____

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

WOLF RIVER DEVELOPMENT COMPANY
APPLICATION AND CERTIFICATE FOR PAYMENT

CONTRACT FOR:

DATE:

1/0/1900

Period:

1/0/1900

TO

1/0/1900

CONTRACTOR:

P. O. No.

PAGE

1

OF

1

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)
1				\$0.00	0	\$0.00	#DIV/0!	\$0.00
2				\$0.00	0	\$0.00	#DIV/0!	\$0.00
3				\$0.00	0	\$0.00	#DIV/0!	\$0.00
4				\$0.00	0	\$0.00	#DIV/0!	\$0.00
5				\$0.00	0	\$0.00	#DIV/0!	\$0.00
6				\$0.00	0	\$0.00	#DIV/0!	\$0.00
7				\$0.00	0	\$0.00	#DIV/0!	\$0.00
8				\$0.00	0	\$0.00	#DIV/0!	\$0.00
9				\$0.00	0	\$0.00	#DIV/0!	\$0.00
10				\$0.00	0	\$0.00	#DIV/0!	\$0.00
11				\$0.00	0	\$0.00	#DIV/0!	\$0.00
12				\$0.00	0	\$0.00	#DIV/0!	\$0.00
13				\$0.00	0	\$0.00	#DIV/0!	\$0.00
14				\$0.00	0	\$0.00	#DIV/0!	\$0.00
15				\$0.00	0	\$0.00	#DIV/0!	\$0.00
16				\$0.00	0	\$0.00	#DIV/0!	\$0.00
17				\$0.00	0	\$0.00	#DIV/0!	\$0.00
18				\$0.00	0	\$0.00	#DIV/0!	\$0.00
19				\$0.00	0	\$0.00	#DIV/0!	\$0.00
20				\$0.00	0	\$0.00	#DIV/0!	\$0.00
21				\$0.00	0	\$0.00	#DIV/0!	\$0.00
22				\$0.00	0	\$0.00	#DIV/0!	\$0.00
23				\$0.00	0	\$0.00	#DIV/0!	\$0.00
24				\$0.00	0	\$0.00	#DIV/0!	\$0.00
25				\$0.00	0	\$0.00	#DIV/0!	\$0.00
26				\$0.00	0	\$0.00	#DIV/0!	\$0.00
27				\$0.00	0	\$0.00	#DIV/0!	\$0.00
28				\$0.00	0	\$0.00	#DIV/0!	\$0.00
29				\$0.00	0	\$0.00	#DIV/0!	\$0.00
30				\$0.00	0	\$0.00	#DIV/0!	\$0.00
31				\$0.00	0	\$0.00	#DIV/0!	\$0.00
32				\$0.00	0	\$0.00	#DIV/0!	\$0.00
33				\$0.00	0	\$0.00	#DIV/0!	\$0.00
34				\$0.00	0	\$0.00	#DIV/0!	\$0.00
35				\$0.00	0	\$0.00	#DIV/0!	\$0.00
GRAND TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

FINAL PAYMENT

GENERAL RELEASE AND INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

That _____, with an office located at _____, in consideration of the payment of \$_____ representing the final payment under the contract dated _____, between the undersigned and the Wolf River Development Company (the "WRDC") covering the design, architect, engineering, and administer construction management services at (or for)the WRDC, does hereby certify and warrant that it has been fully paid on account of said contract and does further certify and warrant that it has fully paid and satisfied all claims for work, labor, materials, supplies, equipment, and all other items used or furnished by the undersigned or its subcontractor or material men in the performance of said contract.

The undersigned, in consideration of the final payment being made by the WRDC pursuant to such contract, does hereby release and forever discharge the WRDC or Tribe from any right of lien it may have against the WRDC under said contract and the undersigned here by agrees to defend, indemnify, and hold harmless the WRDC and Tribe from and against all claims, demands, and abilities arising out of labor performed or material and equipment supplied by the undersigned or by its subcontractors or suppliers in connection with the performance of said contract.

In addition, the undersigned agrees to reimburse the WRDC for any excess payments made by it to the undersigned, which may be discovered as a result of the WRDC's audit of the aforementioned contract.

IN WITNESS WHEREOF, the undersigned has caused this Release and Indemnity to be executed by its duly authorized officer this _____ day of _____, 20____

COUNTY OF _____)
) SS.

STATE OF WISCONSIN)

_____, being duly sworn, does depose and say that he/she has read the above information and knows the contents thereof, and that the same is true to the best of his/her knowledge and belief.

Dated this _____ day of _____, 20____

Authorized Representative

SUBSCRIBED AND SWORN TO before me this

_____ day of _____, 20____

NOTARY PUBLIC,
State of Wisconsin

My Commission Expires: _____

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

PARTIAL RECEIPT, WAIVER, AND RELEASE OF LIENS

The undersigned hereby acknowledges receipt, payment, and satisfaction in full for all labor, services, and materials furnished or supplied up to and including the date _____, hereof relating to use, to be used, or contributing to the construction, addition, or development of the work of improvements concerning that certain real property, commonly referred to as

The undersigned hereby expressly waives, releases, and discharges the real property described above, the owner thereof, the interim lender, and the permanent lender, of and for any and all claims for mechanics' liens and rights to any such claim which the undersigned has or may have for labor, services, or materials or otherwise in connection with said work of improvements and every part thereof up to and including the date hereof and does hereby waive and release any and all rights that the undersigned now has or may have to levy or place any mechanics' lien, attachment lien, judgment lien, or execution lien on or against the real property described above for any existing indebtedness of the owner of said real property to the undersigned.

In the event the undersigned does not receive actual payment for the labor, materials, or services which is the subject hereof, the signing of this waiver shall not constitute a release of any lien rights for said labor, materials, or services.

DATE:

AMOUNT:

INVOICE:

COUNTY OF

)

) **SS.**

STATE OF WISCONSIN

)

_____, being duly sworn, does depose and say that he/she has read the above information and knows the contents thereof, and that the same is true to the best of his/her knowledge and belief.

Dated this _____ day of _____, 20____

Authorized Representative

SUBSCRIBED AND SWORN TO before me this

____ day of _____, 20____

NOTARY PUBLIC,
State of Wisconsin

My Commission Expires: _____

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

PAYMENT SCHEDULE

- 1.) WRDC shall pay to Contractor a sum not to exceed \$_____ for work performed under this contract. Said sum shall be paid in the following manner:
 - a.) Contractor shall submit a monthly invoice on the "Application for Payment" form attached within exhibits in bid documents. Contractor shall submit with each application for payment a "Partial Receipt, Waiver and Release of Liens" and "Weekly Payroll Report".
 - b.) Contractor shall not be paid for any work which, in the opinion of the WRDC, is not complete.
 - c.) WRDC shall pay Contractor upon receipt of Contractor's properly filled out "Application for Payment", "Partial Receipt, Waiver and Release of Liens" and "Weekly Payroll Reports", provided that the WRDC is satisfied with the progress and quality of the work.
 - d.) Final payment to Contractor shall not be made until WRDC accepts Contractor's work and receives a "Final Payment General Release and Indemnity" agreement.

H. Appendix “H” – Menominee Hiring Preference Work Plan

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

I. Appendix "I" – Menominee Hiring Preference Report

Menominee Indian Tribe of Wisconsin

Name of Contractor/Vendor:	% Menominee Workforce	Project ID Number:	Date:
Provide explanation if 20% of total project hours NOT completed by a Menominee Contractor/Vendor/Sub-Contractor:			

Division of Work	Project Hours			% of Project Hours			Tribal Companies Involved
	Tribal	Other	Total	Tribal	Other	% of Total	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
Totals	0.00	0.00					

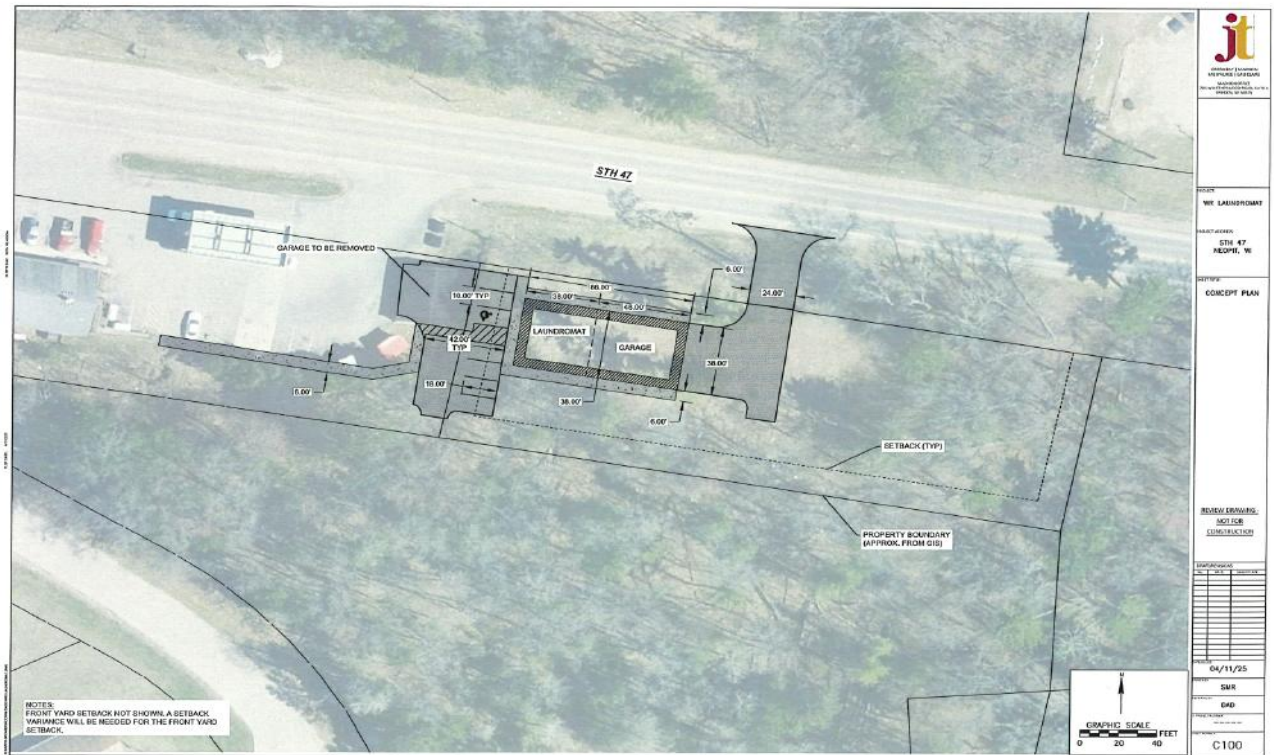
Companies listed in proposal but not used on project:	Reason:

Printed Name	Signature	Date

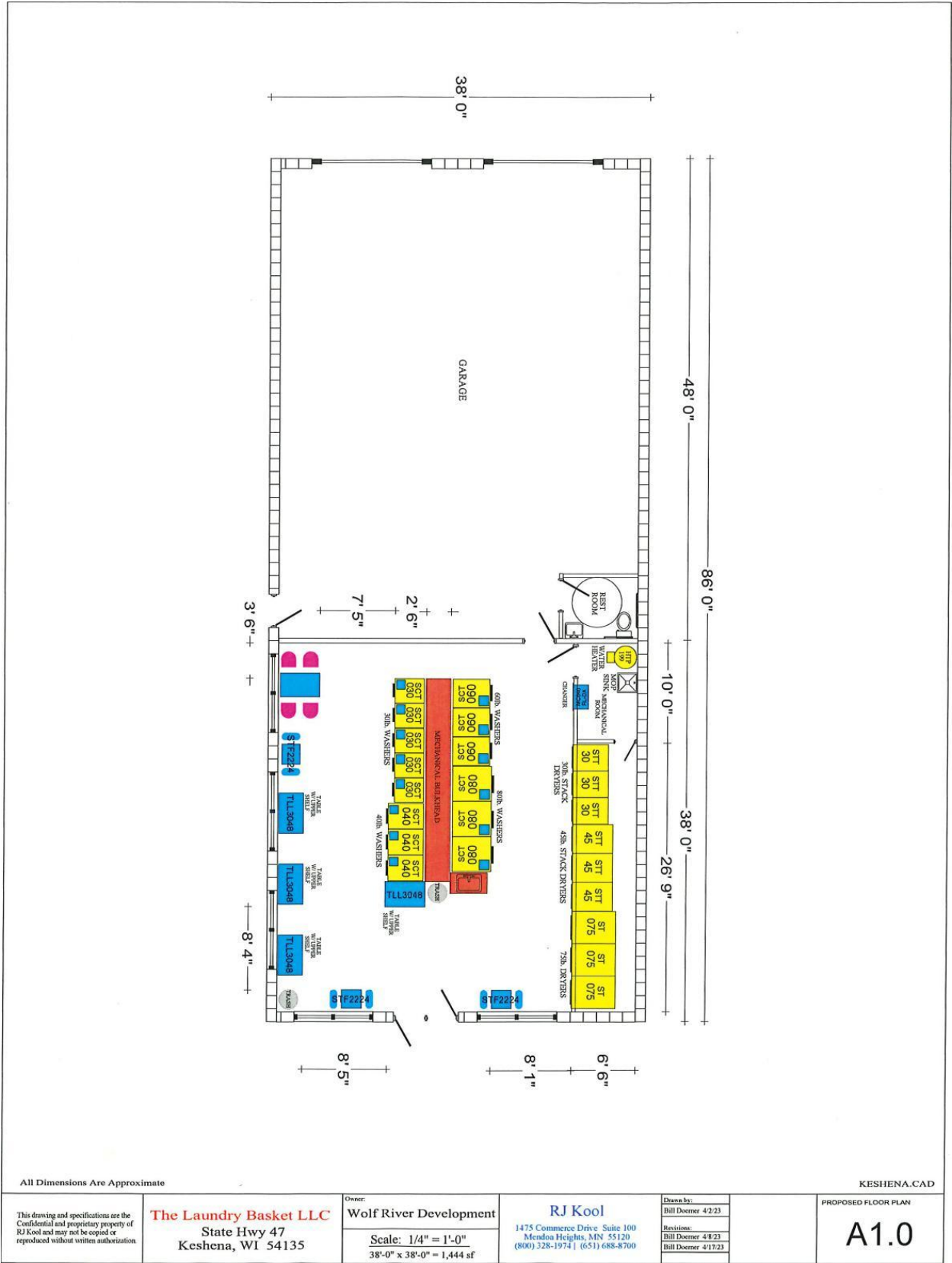
This form must be completed and submitted with final pay request/invoice

Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

J. Appendix "J" – Drawings/Specifications



Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).



Design, Engineering, and Administer Construction Management Services of The Laundry Basket, LLC and attached Maintenance Garage Building Project using a Pre-Engineered Metal Building (PEMB).

**K. Appendix “K” –Venting Requirements Tumble Dryers:
025-T45, 050-075**

Exhaust Requirements

Exhaust Requirements

	CAUTION
Risk of fire. A clothes dryer produces combustible lint. Exhaust outdoors. Consult technical instructions for detailed exhaust specifications.	
W933	

	WARNING
To reduce the risk of fire, DO NOT use plastic or thin foil ducting to exhaust the tumble dryer.	
W773R1	

	WARNING
To reduce the risk of fire and accumulation of combustible gases, DO NOT exhaust tumble dryer air into a window well, gas vent, chimney or enclosed, un-ventilated area such as an attic wall, ceiling, crawl space under a building, or concealed space of a building.	
W059R1	

Layout

Whenever possible, install tumble dryers along an outside wall where duct length can be kept to a minimum, and make-up air can be easily accessed. Construction must not block the airflow at the rear of the tumble dryer. Doing so would prevent adequate air supply to the tumble dryer combustion chamber.

Make-Up Air

A tumble dryer is forced air exhausted and requires provisions for make-up air to replace air exhausted by tumble dryer.

IMPORTANT: Do not obstruct flow of combustion and ventilation air.

Required Make-Up Air Opening (to the outside) for Each Tumble Dryer, in. ² [cm ²]	
Model	Opening
Standard 025/030 Series	110 [710]
Eco 025 Series	65 [420]
Standard 035/055 Series	144 [930]
Eco 035 Series	120 [775]
Standard T30 Series	220 [1,420]
Eco T30 Series	180 [1,160]
T45 Series	288 [1,860]

Make-up air openings with louvers will restrict airflow. The opening must be increased to compensate for area taken up and restrictions created by louvers. Contact the louver manufacturer for the exact specifications.

Make-up air openings in rooms containing tumble dryer(s) and/or gas fired hot water heater or other gravity vented appliances must be increased sufficiently to prevent downdrafts in any of the vents when all tumble dryers are in operation. Do not locate gravity vented appliances between tumble dryer(s) and make-up air openings. If it is necessary to duct make-up air to tumble dryer(s), increase area of duct work by 25% to compensate for restrictions in air movement.

Venting

	WARNING
To reduce the risk of fire due to increased static pressure, we do not recommend installation of in-line secondary lint filters or lint collectors. If secondary systems are mandated, frequently clean the system to assure safe operation.	
W749	

IMPORTANT: Installing in-line filters or lint collectors will cause increased static pressure. Failure to maintain the secondary lint system will decrease tumble dryer efficiency and may void machine warranty.

For maximum efficiency and minimum lint accumulation, tumble dryer air must be exhausted to the outdoors by the shortest possible route.

Proper sized exhaust ducts are essential for proper operation. All elbows should be sweep type. Exhaust ducts must be assembled so the interior surfaces are smooth, so the joints do not permit the accumulation of lint. **DO NOT** use plastic, thin foil or Type B flexible ducts - rigid metal ducts are recommended. Use exhaust ducts made of sheet metal or other noncombustible material. **DO NOT** use sheet metal screws or fasteners on exhaust pipe joints which extend into the duct and catch lint. Use of duct tape or pop-rivets on all seams and joints is recommended, if allowed by local codes.

Verify that old ducts are thoroughly cleaned out before installing new tumble dryer(s).



WARNING

Improperly sized or assembled ductwork causes excess back pressure which results in slow drying, lint collecting in the duct, lint blowing back into the room, and increased fire hazard.

W355

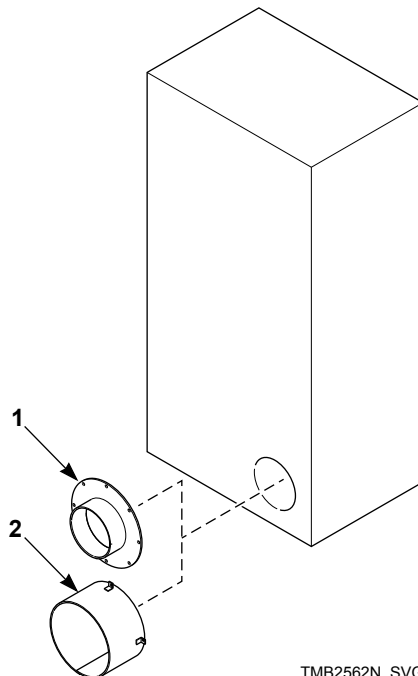
NOTE: Exhaust ducts must be constructed of sheet metal or other noncombustible material. Such ducts must be equivalent in strength and corrosion resistance to ducts made of galvanized sheet steel not less than 0.02 inches [0.50 mm] thick.

Where the exhaust duct pierces a combustible wall or ceiling, the opening must be sized per local codes. The space around the duct may be sealed with noncombustible material. Refer to *Figure 10*.

IMPORTANT: For best performance provide an individual exhaust duct for each tumble dryer. Do not install a gas water heater in a room containing tumble dryers. It is better to have the water heater in a separate room with a separate air inlet.

NOTE: Proper venting will ensure that any condensate is subsequently re-evaporated and discharged.

NOTE: On IEC approved tumble dryers where it may be required, an exhaust adapter is available to convert to female outlet. Contact local distributor or manufacturer.



1. 25, 30, 35, 55 Models
2. Not Applicable

Figure 9

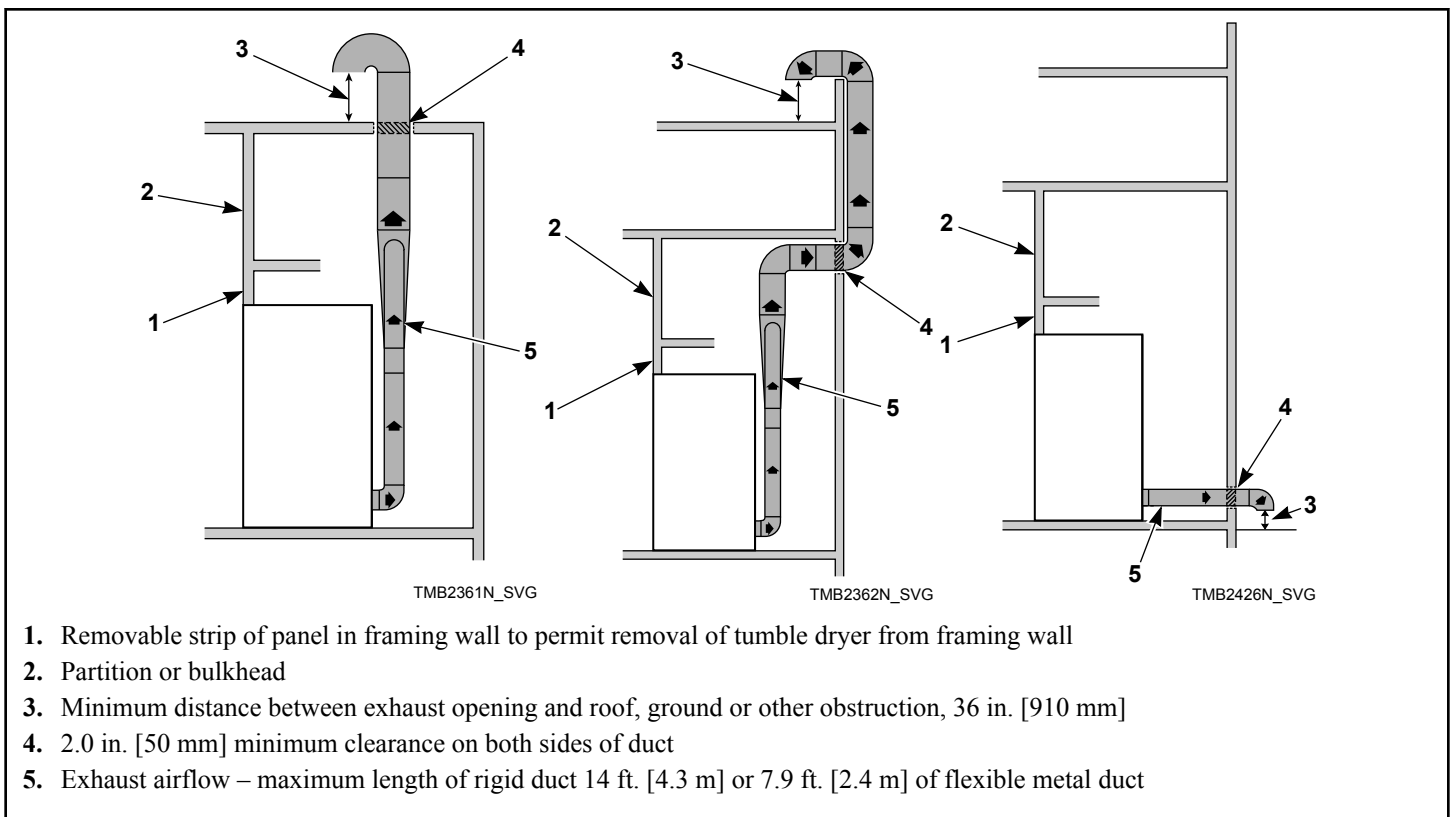


Figure 10

NOTE: Do not install wire mesh or screen in exhaust duct opening to avoid lint build-up or impacting proper discharge of air from tumble dryers.

NOTE: Where exhaust duct pierces a combustible wall or ceiling, the opening must be sized per local codes.

NOTE: Inside of duct must be smooth. Do not use sheet metal screws to join sections.

NOTE: Locate exhaust far enough away from make-up air location to prevent re-introduction.

Consult your local building code for regulations which may also apply.

Individual Venting

For maximum efficiency and performance, it is preferred to exhaust tumble dryer(s) individually to the outdoors.

IMPORTANT: At no point may the cross sectional area of installed venting be less than the cross sectional area of the exhaust outlet of the tumble dryer.

The exhaust duct must be designed so the static back pressure measured 12 inches [305 mm] from the exhaust outlet does not exceed the maximum allowable pressure specified in the Specifications and Dimensions Table or on the installation sticker on the rear of the tumble dryer.

NOTE: Static back pressure must be measured with the tumble dryer running.

The maximum allowable length venting is 14 feet [4.3 m] and two 90° elbows or equivalent. If the equivalent length of a duct required for an installation exceeds the maximum allowable equivalent length, the diameter of a round duct must be increased by 10% for each additional 20 feet [6.1 m]. Cross section area of a rectangular duct must be increased by 20% for each additional 20 feet [6.1 m]. Refer to Table 13 to determine equivalent venting.

Duct Diameter	Equivalent Length of Rigid Straight Duct
8 in. [203 mm]	One 90° elbow = 9.3 ft. [2.8 m]
10 in. [254 mm]	One 90° elbow = 11.6 ft. [3.5 m]
12 in. [305 mm]	One 90° elbow = 14 ft. [4.3 m]
14 in. [356 mm]	One 90° elbow = 16 ft. [4.9 m]

Table 13 continues...

Duct Diameter	Equivalent Length of Rigid Straight Duct
16 in. [406 mm]	One 90° elbow = 18.7 ft. [5.7 m]
18 in. [457 mm]	One 90° elbow = 21 ft. [6.4 m]
Equivalent Length (meter) = 1.17 x Duct Diameter (mm)	

Table 13

Example: A 12 inch [305 mm] diameter duct's equivalent length of 14 feet [4.3 m] of duct and two 90° elbows is:

Equivalent Length

= 14 ft. [4.3 m] + (2) 90° elbows

= 14 ft. [4.3 m] + 14 ft. [4.3 m] + 14 ft. [4.3 m]

= 42 ft. [12.8 m]

With the tumble dryer in operation, airflow at any point in the duct should be at least 1200 feet/min. [366 m/min.] to ensure that lint remains airborne. If 1200 feet/min. [366 m/min.] cannot be maintained, schedule monthly inspections and cleaning of the ductwork.

NOTE: The maximum length of a flexible metal duct must not exceed 7.9 ft. [2.4 m] as required to meet UL2158, clause 7.3.2A.

Manifold Venting

IMPORTANT: Do not exhaust tumble dryers into a flue used by other appliances.

While it is preferable to exhaust tumble dryers individually to the outdoors, a main collector duct may be used if it is sized according to *Figure 12* and *Figure 13*. This illustration indicates mini-

imum diameters, and should be increased if the collector length exceeds 14 feet [4.3 m] and two 90° elbows. The diameter of a round duct must be increased by 10% for each additional 20 feet [6.1 m]. Cross sectional area of a rectangular or square duct must be increased 20% for each additional 20 feet [6.1 m]. Refer to *Table 14* to determine equivalent ducting sizing. The collector duct may be rectangular or square in cross section, as long as the area is not reduced. Provisions **MUST** be made for lint removal and cleaning of the collector duct.

The vent collector system must be designed so the static back pressure measured 12 inches [305 mm] from the exhaust outlet does not exceed the maximum allowable pressure specified in the Specifications and Dimensions Table or on the installation sticker on the rear of tumble dryer. Static back pressure must be measured with all tumble dryers vented into the collector operating.

NOTE: Never connect a tumble dryer duct at a 90° angle to the collector duct. Refer to *Figure 11*. Doing so will cause excessive back pressure, resulting in poor performance. Never connect two tumble dryer exhaust ducts directly across from each other at the point of entry to the collector duct.

With the tumble dryer in operation, airflow at any point in the duct should be at least 1200 feet/min. [366 m/min.] to ensure that lint remains airborne. If 1200 feet/min. [366 m/min.] cannot be maintained, schedule monthly inspections and cleaning of the ductwork.

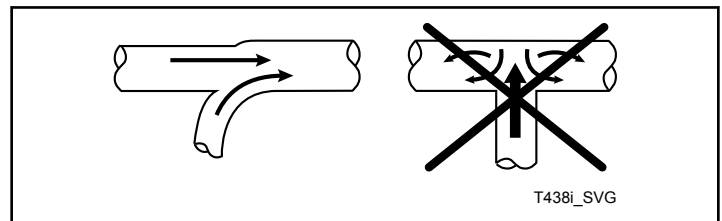


Figure 11

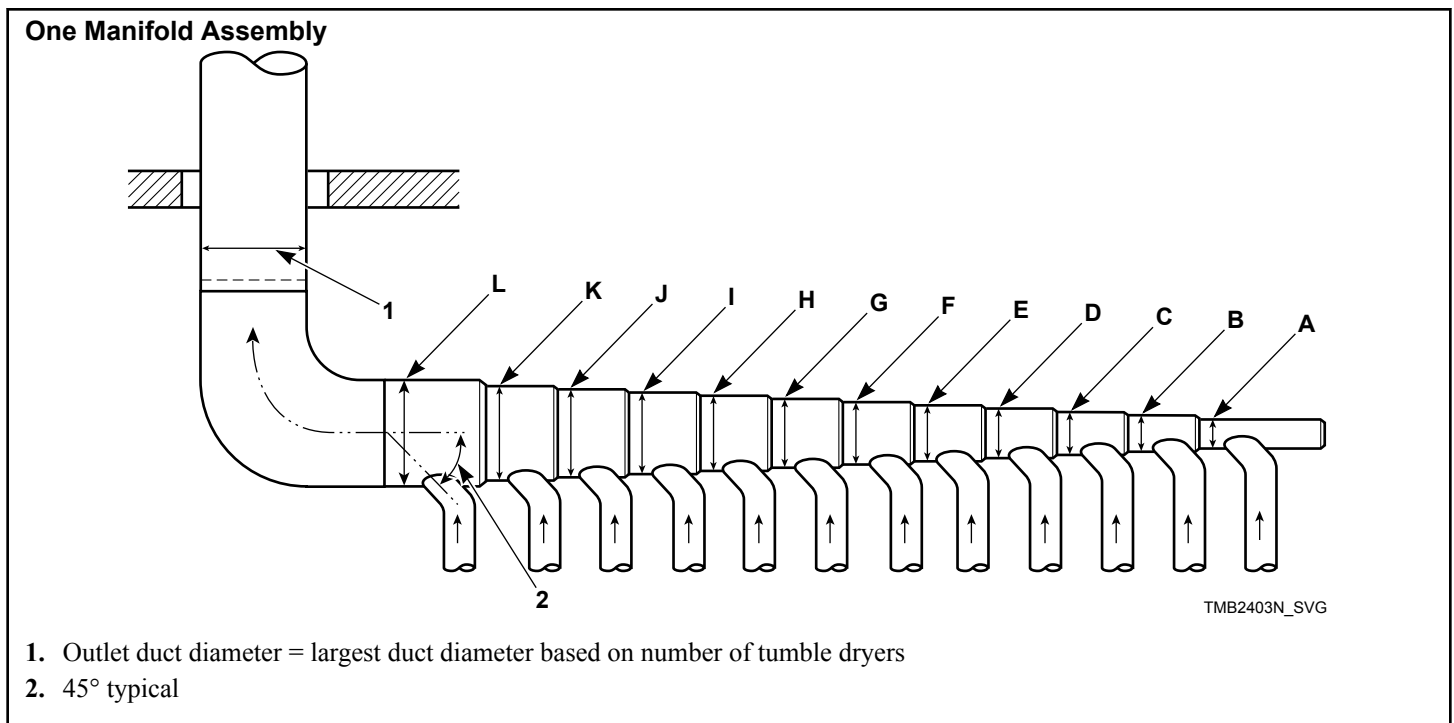


Figure 12

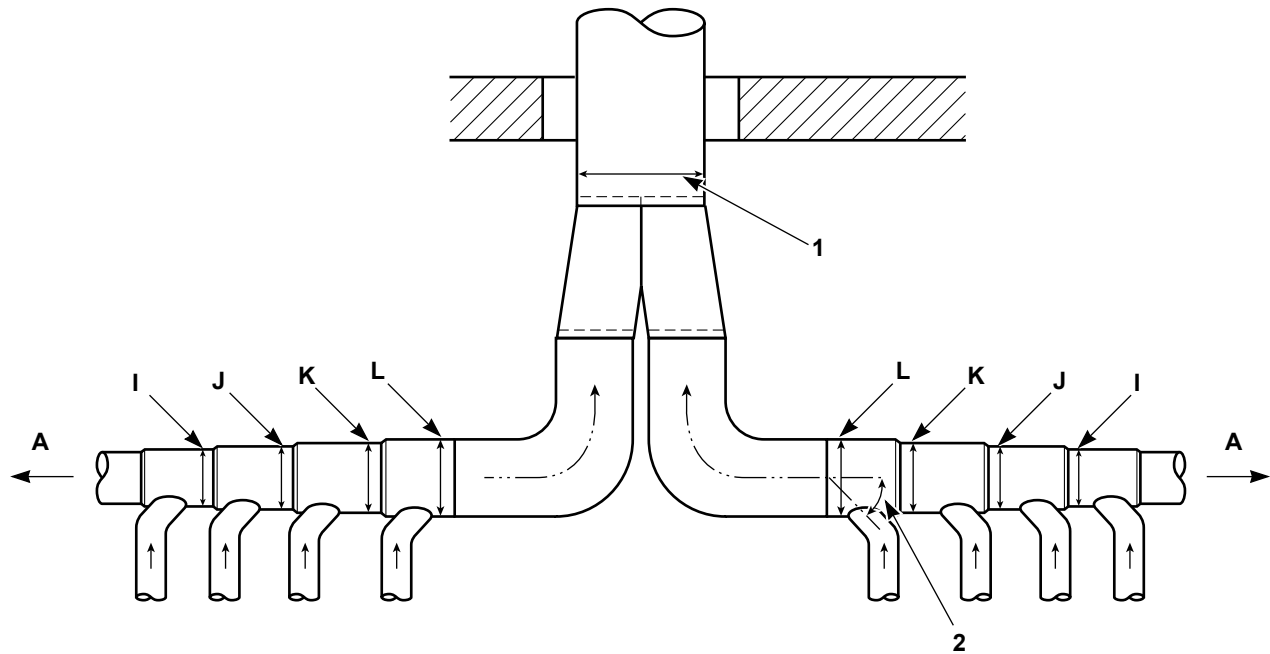
Duct Station	Eco Line 025	Standard Line 025, Eco T30 and all 030 Series	035, 055 and Standard T30 Series	T45 Series
A	4 in. [102 mm]	6 in. [152 mm]	8 in. [203 mm]	10 in. [254 mm]
B	6 in. [152 mm]	10 in. [254 mm]	12 in. [305 mm]	15 in. [381 mm]
C	8 in. [203 mm]	12 in. [305 mm]	15 in. [381 mm]	18 in. [457 mm]
D	10 in. [254 mm]	14 in. [356 mm]	17 in. [432 mm]	21 in. [533 mm]
E	12 in. [305 mm]	16 in. [406 mm]	19 in. [483 mm]	24 in. [610 mm]
F	12 in. [305 mm]	18 in. [457 mm]	21 in. [533 mm]	26 in. [660 mm]
G	14 in. [356 mm]	19 in. [483 mm]	23 in. [584 mm]	28 in. [711 mm]
H	14 in. [356 mm]	20 in. [508 mm]	24 in. [610 mm]	30 in. [762 mm]
I	15 in. [381 mm]	22 in. [559 mm]	26 in. [660 mm]	32 in. [813 mm]
J	16 in. [406 mm]	23 in. [584 mm]	27 in. [686 mm]	33 in. [838 mm]
K	17 in. [432 mm]	24 in. [610 mm]	28 in. [711 mm]	35 in. [889 mm]
L	18 in. [457 mm]	25 in. [635 mm]	30 in. [762 mm]	36 in. [914 mm]

Table 14

NOTE: *Table 14* represents tumble dryers with the same vent size. If multiple vent sizes are used, consult a local HVAC specialist.

NOTE: Duct clean-out recommended every 6 feet [0.18 m].

Two Manifold Assemblies



TMB2018N_SVG

1. Outlet duct diameter = combined largest duct diameter of both sides
2. 45° typical

Figure 13

Refer to *Table 14* for measurements for each manifold.

Exhaust Requirements

Exhaust Requirements

	CAUTION
Risk of fire. A clothes dryer produces combustible lint. Exhaust outdoors. Consult technical instructions for detailed exhaust specifications.	
W933	

	WARNING
To reduce the risk of fire, DO NOT use plastic or thin foil ducting to exhaust the tumble dryer.	
W773R1	

	WARNING
To reduce the risk of fire and accumulation of combustible gases, DO NOT exhaust tumble dryer air into a window well, gas vent, chimney or enclosed, un-ventilated area such as an attic wall, ceiling, crawl space under a building, or concealed space of a building.	
W059R1	

Layout

Whenever possible, install tumble dryers along an outside wall where duct length can be kept to a minimum, and make-up air can be easily accessed. Construction must not block the airflow at the rear of the tumble dryer. Doing so would prevent adequate air supply to the tumble dryer combustion chamber.

Make-Up Air

A tumble dryer is forced air exhausted and requires provisions for make-up air to replace air exhausted by tumble dryer.

IMPORTANT: Do not obstruct flow of combustion and ventilation air.

Required Make-Up Air Opening (to the outside) for Each Tumble Dryer	
Model	Opening, in. ² [cm ²]
050 Series	144 [930]
Standard 075 Series	195 [1,260]
Eco 075 Series	170 [1,095]
F75 Series	250 [1,610]

Make-up air openings with louvers will restrict airflow. The opening must be increased to compensate for area taken up and restrictions created by louvers. Contact the louver manufacturer for the exact specifications.

Make-up air openings in rooms containing tumble dryer(s) and/or gas fired hot water heater or other gravity vented appliances must be increased sufficiently to prevent downdrafts in any of the vents when all tumble dryers are in operation. Do not locate gravity vented appliances between tumble dryer(s) and make-up air openings. If it is necessary to duct make-up air to tumble dryer(s), increase area of duct work by 25% to compensate for restrictions in air movement.

Venting

	WARNING
To reduce the risk of fire due to increased static pressure, we do not recommend installation of in-line secondary lint filters or lint collectors. If secondary systems are mandated, frequently clean the system to assure safe operation.	
W749	

IMPORTANT: Installing in-line filters or lint collectors will cause increased static pressure. Failure to maintain the secondary lint system will decrease tumble dryer efficiency and may void machine warranty.

For maximum efficiency and minimum lint accumulation, tumble dryer air must be exhausted to the outdoors by the shortest possible route.

Proper sized exhaust ducts are essential for proper operation. All elbows should be sweep type. Exhaust ducts must be assembled so the interior surfaces are smooth, so the joints do not permit the accumulation of lint. DO NOT use plastic, thin foil or Type B flexible ducts - rigid metal ducts are recommended. Use exhaust ducts made of sheet metal or other noncombustible material. DO NOT use sheet metal screws or fasteners on exhaust pipe joints which extend into the duct and catch lint. Use of duct tape or pop-rivets on all seams and joints is recommended, if allowed by local codes.

Verify that old ducts are thoroughly cleaned out before installing new tumble dryer(s).

	WARNING
Improperly sized or assembled ductwork causes excess back pressure which results in slow drying, lint collecting in the duct, lint blowing back into the room, and increased fire hazard.	
W355	

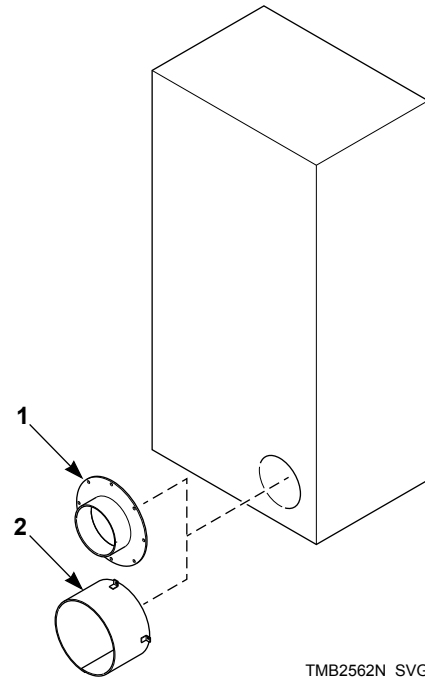
NOTE: Exhaust ducts must be constructed of sheet metal or other noncombustible material. Such ducts must be equivalent in strength and corrosion resistance to ducts made of galvanized sheet steel not less than 0.02 inches [0.50 mm] thick.

Where the exhaust duct pierces a combustible wall or ceiling, the opening must be sized per local codes. The space around the duct may be sealed with noncombustible material. Refer to *Figure 12*.

IMPORTANT: For best performance provide an individual exhaust duct for each tumble dryer. Do not install a gas water heater in a room containing tumble dryers. It is better to have the water heater in a separate room with a separate air inlet.

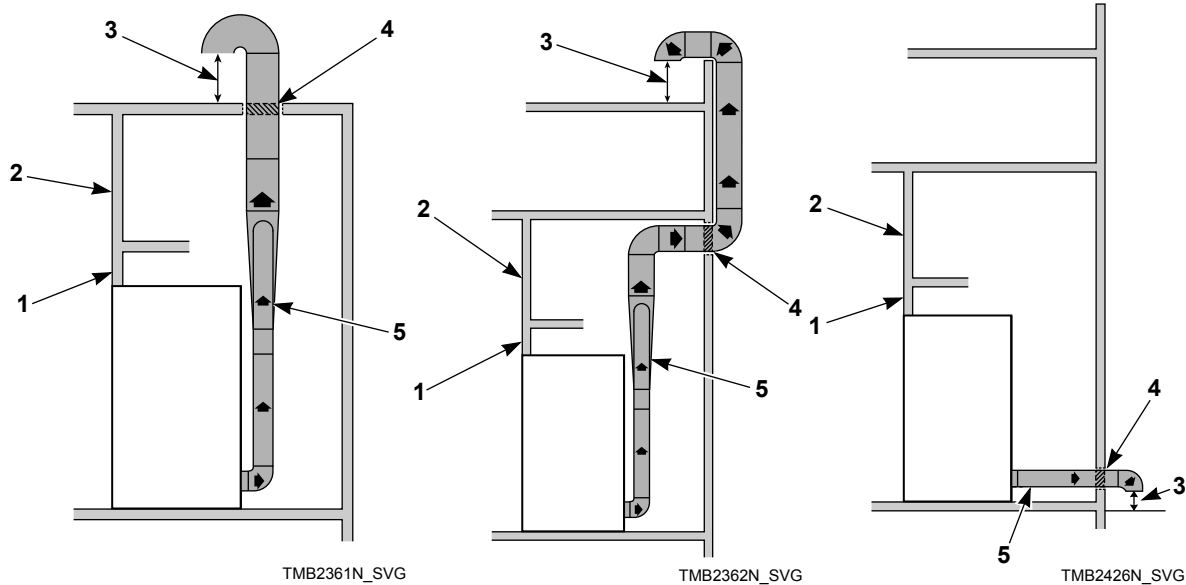
NOTE: Proper venting will ensure that any condensate is subsequently re-evaporated and discharged.

NOTE: On IEC approved tumble dryers where it may be required, an exhaust adapter is available to convert to female outlet. Contact local distributor or manufacturer.



1. Not Applicable
2. 50, 75, F75 Models

Figure 11



1. Removable strip of panel in framing wall to permit removal of tumble dryer from framing wall
2. Partition or bulkhead
3. Minimum distance between exhaust opening and roof, ground or other obstruction, 36 in. [910 mm]
4. 2.0 in. [50 mm] minimum clearance on both sides of duct
5. Exhaust airflow – maximum length of rigid duct 14 ft. [4.3 m] or 7.9 ft. [2.4 m] of flexible metal duct

Figure 12

NOTE: Do not install wire mesh or screen in exhaust duct opening to avoid lint build-up or impacting proper discharge of air from tumble dryers.

NOTE: Where exhaust duct pierces a combustible wall or ceiling, the opening must be sized per local codes.

NOTE: Inside of duct must be smooth. Do not use sheet metal screws to join sections.

NOTE: Locate exhaust far enough away from make-up air location to prevent re-introduction.

Consult your local building code for regulations which may also apply.

Individual Venting

For maximum efficiency and performance, it is preferred to exhaust tumble dryer(s) individually to the outdoors.

IMPORTANT: At no point may the cross sectional area of installed venting be less than the cross sectional area of the exhaust outlet of the tumble dryer.

The exhaust duct must be designed so the static back pressure measured 12 inches [305 mm] from the exhaust outlet does not exceed the maximum allowable pressure specified in the Specifications and Dimensions Table or on the installation sticker on the rear of the tumble dryer.

NOTE: Static back pressure must be measured with the tumble dryer running.

The maximum allowable length venting is 14 feet [4.3 m] and two 90° elbows or equivalent. If the equivalent length of a duct required for an installation exceeds the maximum allowable equivalent length, the diameter of a round duct must be increased by 10% for each additional 20 feet [6.1 m]. Cross section area of a rectangular duct must be increased by 20% for each additional 20 feet [6.1 m]. Refer to Table 7 to determine equivalent venting.

Duct Diameter	Equivalent Length of Rigid Straight Duct
8 in. [203 mm]	One 90° elbow = 9.3 ft. [2.8 m]
10 in. [254 mm]	One 90° elbow = 11.6 ft. [3.5 m]
12 in. [305 mm]	One 90° elbow = 14 ft. [4.3 m]
14 in. [356 mm]	One 90° elbow = 16 ft. [4.9 m]

Table 7 continues...

Duct Diameter	Equivalent Length of Rigid Straight Duct
16 in. [406 mm]	One 90° elbow = 18.7 ft. [5.7 m]
18 in. [457 mm]	One 90° elbow = 21 ft. [6.4 m]
Equivalent Length (meter) = 1.17 x Duct Diameter (mm)	

Table 7

Example: A 12 inch [305 mm] diameter duct's equivalent length of 14 feet [4.3 m] of duct and two 90° elbows is:

Equivalent Length

= 14 ft. [4.3 m] + (2) 90° elbows

= 14 ft. [4.3 m] + 14 ft. [4.3 m] + 14 ft. [4.3 m]

= 42 ft. [12.8 m]

With the tumble dryer in operation, airflow at any point in the duct should be at least 1200 feet/min. [366 m/min.] to ensure that lint remains airborne. If 1200 feet/min. [366 m/min.] cannot be maintained, schedule monthly inspections and cleaning of the ductwork.

NOTE: The maximum length of a flexible metal duct must not exceed 7.9 ft. [2.4 m] as required to meet UL2158, clause 7.3.2A.

Manifold Venting

IMPORTANT: Do not exhaust tumble dryers into a flue used by other appliances.

While it is preferable to exhaust tumble dryers individually to the outdoors, a main collector duct may be used if it is sized according to *Figure 14* and *Figure 15*. This illustration indicates mini-

num diameters, and should be increased if the collector length exceeds 14 feet [4.3 m] and two 90° elbows. The diameter of a round duct must be increased by 10% for each additional 20 feet [6.1 m]. Cross sectional area of a rectangular or square duct must be increased 20% for each additional 20 feet [6.1 m]. Refer to *Table 8* to determine equivalent ducting sizing. The collector duct may be rectangular or square in cross section, as long as the area is not reduced. Provisions **MUST** be made for lint removal and cleaning of the collector duct.

The vent collector system must be designed so the static back pressure measured 12 inches [305 mm] from the exhaust outlet does not exceed the maximum allowable pressure specified in the Specifications and Dimensions Table or on the installation sticker on the rear of tumble dryer. Static back pressure must be measured with all tumble dryers vented into the collector operating.

NOTE: Never connect a tumble dryer duct at a 90° angle to the collector duct. Refer to *Figure 13*. Doing so will cause excessive back pressure, resulting in poor performance. Never connect two tumble dryer exhaust ducts directly across from each other at the point of entry to the collector duct.

With the tumble dryer in operation, airflow at any point in the duct should be at least 1200 feet/min. [366 m/min.] to ensure that lint remains airborne. If 1200 feet/min. [366 m/min.] cannot be maintained, schedule monthly inspections and cleaning of the ductwork.

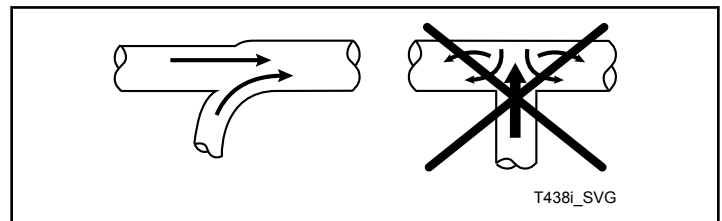


Figure 13

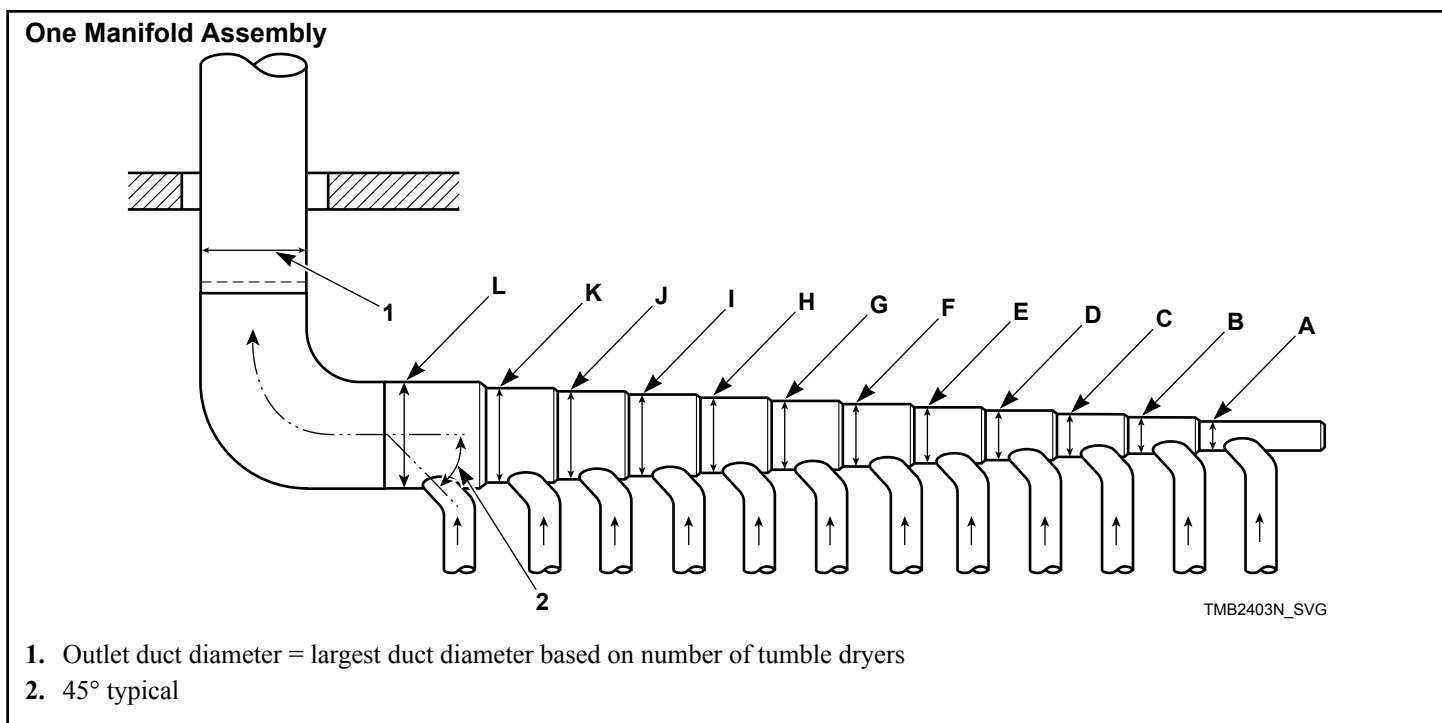


Figure 14

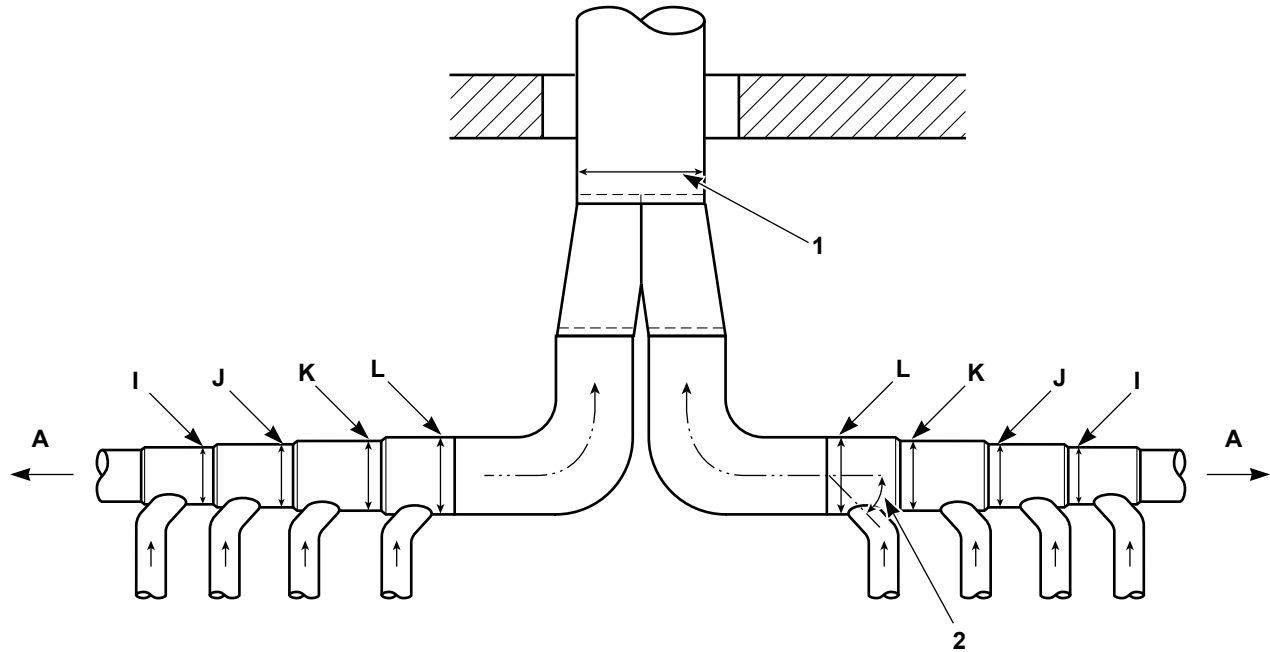
Duct Station	050/075	F75
A	8 in. [203 mm]	10 in. [254 mm]
B	12 in. [305 mm]	15 in. [381 mm]
C	15 in. [381 mm]	18 in. [457 mm]
D	17 in. [432 mm]	21 in. [533 mm]
E	19 in. [483 mm]	24 in. [610 mm]
F	21 in. [533 mm]	26 in. [660 mm]
G	23 in. [584 mm]	28 in. [711 mm]
H	25 in. [635 mm]	30 in. [762 mm]
I	26 in. [660 mm]	32 in. [813 mm]
J	27 in. [686 mm]	33 in. [838 mm]
K	29 in. [737 mm]	35 in. [889 mm]
L	30 in. [762 mm]	36 in. [914 mm]

Table 8

NOTE: Table 8 represents tumble dryers with the same vent size. If multiple vent sizes are used, consult a local HVAC specialist.

NOTE: Duct clean-out recommended every 6 feet [0.18 m].

Two Manifold Assemblies



1. Outlet duct diameter = combined largest duct diameter of both sides
2. 45° typical

Figure 15

Refer to *Table 8* for measurements for each manifold.