

**LAC DU FLAMBEAU BAND
OF
LAKE SUPERIOR CHIPPEWA INDIANS**



REQUEST FOR PROPOSALS
for
**PARKING LOT RECONSTRUCTION
PROJECT**

RFP NO. 26-LDF-85

1. PURPOSE

The William Wildcat, Sr. Community Center, also known as the “Tribal Center”, located at 418 Little Pines Road in Lac du Flambeau, Wisconsin, houses the Tribal government offices of the Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized Indian Tribe organized under a constitution and bylaws pursuant to the Indian Reorganization Act, 48 Stat. 984, 25 U.S.C. § 5123 (hereinafter referred to as the “Tribe”). Numerous Tribal programs and departments are also located within the Tribal Center, including the Indian Child Welfare Department, Land Management Department, Human Resources Department, and Economic Support Department. The Tribal Center is surrounded by parking areas. The parking areas which serve the rear (East) portion of the building and the North portion of the building are deteriorating and in need of replacement. Additionally, the current configuration of the parking areas is inherently hazardous in that it allows motor vehicle traffic to come from two directions through a narrow blacktopped area frequented by pedestrians.

The purpose of this Request for Proposals (RFP) is to solicit competitive bid proposals from qualified, licensed asphalt paving contractors to perform parking lot reconstruction and resurfacing services in the vicinity of 418 Little Pines Road, within the exterior boundaries of the Lac du Flambeau Reservation. The successful bidder will furnish the necessary supervision, labor, tools, equipment, and materials to complete the required work as outlined in the “Scope of Work” portion of this RFP, and as depicted on the plans and drawings attached hereto and made a part hereof as though fully set forth. The project will include, but not be limited to, removal and proper disposal of approximately 5870 tons of existing asphalt, sub-base repair and stabilization, application of two layers of new asphalt compacted to standards prevalent in the industry, striping and marking, and reclamation of specific areas to better define the parking lot, redirect and limit vehicular traffic, and increase safety. All work must be performed in accordance with applicable laws, regulations, codes and standards in the industry. The objective of this project is to have a safer reconfigured parking area with an asphalt surface that is durable, resistant to thermal cracking, long lasting, visually appealing, and that will not pond water.

It is anticipated that this RFP will result in a single contract being awarded to a paving contractor licensed and insured and authorized to conduct business in the State of Wisconsin, with proven experience in paving and asphalt parking lot construction and demonstrated ability to meet the specific requirements set forth in this RFP. The contract shall be a 100% performance contract, requiring work to be performed to the satisfaction of the Tribe and in compliance with the specifications, scope of work and conditions set forth in this RFP and the contract entered into by and between the parties. The successful bidder (Contractor) will be expected and required to adhere to every term of this RFP and the contract between the parties and perform the required functions with expertise, knowledge and capability with minimal monitoring by the Tribe. **The Davis-Bacon Act is applicable to this Project. As such, the selected Contractor and its subcontractors shall comply with the wage requirements and reporting requirements imposed by that Act.**

This RFP does not commit the Tribe to accept any proposal submitted. The Tribe reserves the right to accept or reject any and all proposals, and to accept or reject any or all items in any proposal. The lowest bidder may not be the successful bidder. The Tribe reserves the right to select the bidder whose proposal and qualifications are most advantageous to the Tribe. The Tribe reserves the right to negotiate with any and all bidders any and all parts of the proposals received, including, but not limited to, cost, scope of work, and other relevant details and to accept the proposal most advantageous to, and in the best interests of, the Tribe. The Tribe is not responsible for any costs incurred by the respondents in the preparation of responses to this RFP. The terms “contractor,” “vendor,” “bidder,” and “respondent” are used interchangeably throughout this RFP and are intended to refer to a person or entity submitting, or intending to submit, a proposal in response to this RFP.

2. RFP ADMINISTRATIVE PROCEDURES

2.1 RFP CONTACTS/CONTRACT ADMINISTRATORS. The individuals named below are the Tribe’s Contract Administrators who will be responsible for administration of the contract entered into by and between the successful bidder (Contractor) and the Tribe. The Tribe’s Contract Administrators shall be the sole points of contact for the Tribe regarding this RFP from the date of issuance until selection of the successful bidder (Contractor). To ensure clear and accurate communication and avoidance of the appearance of impropriety, from the date of issuance of this RFP until announcement of the successful bidder (Contractor), vendors may contact only the RFP Contacts/Contract Administrators. The RFP Contacts/Contract Administrators will respond only to

questions submitted in writing to them in accordance with this RFP. In the event that a vendor or someone acting on the vendor's behalf attempts to discuss this RFP verbally or in writing with any employee of the Tribe other than the RFP Contact/Contract Administrator designated below, the vendor may be disqualified as a prospective bidder.

Tribe's RFP Contact/Contract Administrator: GEORGE W. THOMPSON, DIRECTOR
LDF Tribal Roads Department
P.O. Box 67
280 Industrial Park Road
Lac du Flambeau, WI 54538
Email: gthompson@ldftribe.com

Tribe's RFP Contact/Contract Administrator: EMERSON COY
LDF Director of Planning
P.O. Box 67
602 Peace Pipe Road
Lac du Flambeau, WI 54538
Email: ecoy@ldftribe.com

2.2 RFP TIMETABLE. The dates set forth are subject to change, in the sole discretion of the Tribe:

EVENT	DATE
RFP Issued	On or before August 25, 2026
Proposals/Bids Due	4:00 P.M. Local Time, September 16, 2026
Notice of Award Issued	TBA
Begin Contract Performance	Soonest Availability
Completion Date	Not later than November 15, 2026

2.3 DUTY TO EXAMINE RFP. It is the responsibility of each bidder to examine the entire RFP, including all addenda, seek clarification in writing (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any contract claim.

2.4 DUTY TO EXAMINE PROJECT SITE.

Any interested bidder should contact the RFP Contact listed above to make arrangements for a site visit for the purpose of proposal preparation. It is the bidder's responsibility to examine and inspect the premises completely prior to submitting a proposal to determine all requirements associated with the project and any contract between the bidder and the Tribe. Bidders shall familiarize themselves with all aspects of the site and of the project and will anticipate all contingencies relative to the local conditions under which the project will be performed. Submission of a proposal will constitute the bidder's acknowledgment and certification of having adequate knowledge of specific site conditions to successfully perform the tasks involved in implementing the project as described. Failure to do so will in no way relieve the bidder from the necessity of providing, without additional cost to the Tribe, all necessary services which may be required to carry out the intent of the contract between the successful respondent and the Tribe. Bidders are responsible for verifying all measurements.

2.5 INQUIRIES REGARDING RFP. All inquiries concerning this RFP, including any questions related to the terms and conditions of this RFP, shall be made in writing and submitted to the RFP Contact at the Post Office address or email address noted above. Verbal inquiries will not be accepted. The Tribe's written responses to questions and comments will not identify the submitter and will be sent to all known vendors/prospective bidders and/or published on the Tribe's website.

2.6 CONTENT OF RFP AND SUPERSEDING EFFECT. This RFP is designed to provide prospective bidders with

information necessary for the preparation of competitive proposals. Each bidder is responsible for determining all factors necessary for the submission of a comprehensive and compliant proposal. This RFP supersedes all previous RFPs and all proposals, oral and written, and all negotiations, conversations, communications and discussions heretofore had by and between the parties, related to the subject matter of this RFP.

- 2.7 AMENDMENT OF RFP.** The Tribe reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, an amendment will be provided to all known vendors/prospective bidders who received the original RFP and posted on the Tribe's website. All submitted proposals/bids must include acknowledgment of the addenda.
- 2.8 SUBMISSION OF PROPOSAL.** Every proposal submitted must include an original and three (3) copies, as well as signed copies of each of the following: (1) BID SCHEDULE; (2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; and (3) CERTIFICATION AND RESTRICTIONS ON LOBBYING. All three forms are attached to this RFP. Proposals and copies must be submitted to the Lac du Flambeau Tribal Secretary, to-wit: **Jamie Allen, Tribal Secretary, William Wildcat, Sr. Community Building, 418 Little Pines Road, P.O. Box 67, Lac du Flambeau, Wisconsin 54538. The Tribal Secretary must receive proposals and the requisite copies no later than 4:00 P.M. (local time), Wednesday, September 16, 2026. Any proposal received after this deadline will not be accepted.** Proposals may be submitted by mail or hand-delivered in an envelope. The envelope must be SEALED and include the following notation on the bottom left hand corner: "RFP FOR TRIBAL CENTER PARKING LOT." Please also include company/individual name on the outside of the envelope. Bidders mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposal. It is the bidder's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal by the Tribe. Proposals sent via email or fax will NOT be accepted.
- 2.9 REJECTION OF PROPOSALS.** Notwithstanding any other provision of this RFP, at any time prior to execution of the written Contract by and between the parties, the Tribe reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it is in the best interests of the Tribe.
- 2.10 COSTS OF PREPARING PROPOSALS.** The costs of preparing the proposal are the sole responsibility of the vendor. The Tribe is not responsible for any costs incurred by vendor which are related to the preparation or delivery of the proposal or any other activities carried out by the vendor related to this RFP.
- 2.11 OPENING OF PROPOSALS.** The proposals will be opened during a CLOSED BID OPENING on Thursday, September 17, 2026, at 9:00 o'clock A.M. (local time), or as soon thereafter as practicable.
- 2.12 VALIDITY OF PROPOSALS.** All proposals shall be valid for a period of sixty (60) business days following the date on which proposals are due, except that the proposal of the successful bidder shall remain valid until expiration or termination of any contract based upon the successful bidder's proposal, between the Tribe and the successful bidder.
- 2.13 PROPOSALS PROPERTY OF THE TRIBE.** All proposals become the property of the Tribe and shall not be returned to the bidder submitting a proposal. The bidder agrees that the Tribe may copy the proposal for purposes of facilitating the evaluation of the proposal or for any other reason.
- 2.14 DISPUTES.** In case of any doubt or differences of opinions as to the contents of this RFP, or interpretation of any provision of this RFP, the decision of the Tribe shall be final and binding upon all parties.
- 2.15 BIDDER'S REPRESENTATIONS.**
- 2.15.1** By submitting a bid, bidder certifies that bidder is authorized to conduct business in the State of Wisconsin.
- 2.15.2** By submitting a bid, bidder certifies that bidder is experienced and qualified to perform the services required by this RFP and is properly staffed, organized and financed to perform such services, and to commence such services immediately.

2.15.3 By submitting a bid, bidder agrees that, if awarded a contract, bidder's work shall be completed in a workmanlike manner and shall comply with applicable laws and regulations and conform to such recognized high professional standards as are prevalent in this field of endeavor.

2.15.4 By submitting a bid, bidder certifies that bidder's bid and proposal were made and submitted without collusion or fraud and that bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that bidder has not conferred on any Tribal employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

2.16 NATIVE AMERICAN PREFERENCE REQUIREMENTS. The work to be performed under this proposal is subject to the Tribe's General Procurement and Property Management Policies and Procedures, and Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b)). Section 7(b) of the Indian Self-Determination and Education Assistance Act requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Native Americans, and (2) preference in the award of contracts and subcontracts shall be given to Native American organizations or Native American-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). If claiming Native American Preference in contracting under this proposal, please indicate whether or not the firm can provide documentation that will qualify the firm as an "Economic Enterprise," (Native American ownership constituting not less than 51 percent of the enterprise), or a "Tribal Organization," (the recognized governing body of any Native American Tribe). A Tribal ID must be presented with the bid to demonstrate Native American Preference.

2.17 PROPOSAL EVALUATION AND SOURCES OF INFORMATION.

2.17.1 Proposals that are timely submitted and comply with the mandatory requirements of this RFP (the Tribe reserves the right to waive any minor informalities or irregularities, in its sole discretion) will be evaluated by the RFP committee. Evaluation factors are listed below, not necessarily in order of importance:

1. Qualifications/Experience/Reputation of Vendor.
2. Bid Price.
3. Demonstrated Understanding of and Ability to Address the Tribe's Needs.
4. Conformance to Terms and Conditions.
5. Native American Preference.
6. Method of Approach.
7. Such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not specifically addressed in this RFP.

2.17.2 The Tribe reserves the right to request an oral interview with, and additional information from, any bidder prior to final selection and award of a contract, and the bidder shall furnish to the Tribe all such information and data as may be requested. The Tribe also reserves the right to obtain, from any and all sources, information concerning a bidder or a bidder's services or personnel, to make such reasonable investigations as the Tribe deems proper and necessary to determine the ability of a bidder to perform the services contemplated by this RFP, and the right to consider information from other sources such as the bidder's performance of other contracts. The Tribe may use any of this information to evaluate a bidder's proposal.

2.18 AWARD AND NOTIFICATION.

2.18.1 Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price/bid. The Tribe will award the contract to the responsible vendor submitting the bid/proposal that the Tribe deems most advantageous to the Tribe. **NOTE: Any contract resulting from this RFP will not be in force and affect for any purpose unless and until it is approved by the Lac du Flambeau Tribal Administrator and Department Director.**

2.18.2 Notice of award to successful bidder will be sent via U.S. mail or email. Notice may also be provided via telephone. All bidders that submitted a proposal will be notified in writing of the Tribe's decision to not select.

- 2.18.3** The Tribe reserves the right to either award a contract without further negotiations with the successful bidder/Contractor or to negotiate contract terms with the selected bidder if in the best interest of the Tribe. The successful bidder/Contractor may be required to attend a post-award meeting with the Tribe to discuss the terms and conditions of the contract by and between the parties. Negotiation and execution of contract with the successful bidder/Contractor shall be completed not more than fifteen (15) days from date of award notification.

3. CONTENT AND FORMAT OF PROPOSAL

- 3.1 PURPOSE.** These instructions prescribe the required format and content of the proposal and are designed to elicit information necessary to selection of the most qualified bidder, and to facilitate the submission of a proposal that is easy to understand and evaluate.
- 3.2 FORMAT.** Proposals shall be prepared on 8.5" x 11" paper, single-sided. A proposal submission must include an original and two (2) copies of the proposal, including all attachments.
- 3.3 CONTENT.** Each proposal shall respond completely to the following questions and requests for information:
- 3.3.1** Please provide full name, address, telephone number(s), fax number, and email address of bidder and bidder's primary contact, and, if bidder is a business organization, identify what type of business organization and verify that bidder is authorized to conduct business in the State of Wisconsin.
 - 3.3.2** Please provide the name and qualifications of the person(s) who will be responsible for general administrative oversight and direct onsite supervision if bidder is awarded a contract, as well as the person who will be responsible for working with the Tribe's Contract Administrator to address and resolve contract and performance issues.
 - 3.3.3** Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, in a timely manner, and within budget.
 - 3.3.4** Provide at least three (3) professional references for similar commercial parking lot projects completed within the last three years. Include current phone numbers and email addresses for references.
 - 3.3.5** Describe, in sufficient detail, bidder's affiliation or work with any federally recognized Indian Tribes.
 - 3.3.6** WARRANTY: Provide detailed terms of any and all the warranties provided by the Contractor on both workmanship and materials.
 - 3.3.7** PROJECT TIMELINE: Set forth the timeline in which submitter will complete the required work if selected as the successful bidder.
 - 3.3.8** Describe bidder's plan for disposal of debris and asphalt materials. Identify proposed disposal site.
 - 3.3.9** If any of the following has occurred with respect to bidder, please describe in detail the circumstances for each occurrence:
 - 3.3.9.1** Failure to enter into a contract after having been selected as the successful bidder.
 - 3.3.9.2** Withdrawal of a proposal on any project as the result of an error.
 - 3.3.9.3** Termination of or failure to complete a contract.
 - 3.3.9.4** Involvement in litigation, arbitration, or mediation on any contract.
 - 3.3.9.5** Knowing concealment of any deficiency in the performance of a contract.

- 3.3.9.6** Submission of a fraudulent or incorrect invoice relating to a contract.
- 3.3.9.7** Violation of applicable rules, laws, or regulations relating to any contract or project.
- 3.3.9.8** Debarment from bidding or performing public works projects.
- 3.3.9.9** Issuance of a citation or complaint alleging that bidder or any of bidder's employees or agents unlawfully disposed of debris, construction materials, or any other waste.
- 3.3.10** If claiming Minority-Owned, Woman-Owned or Veteran-Owned Preference, provide a certificate of ownership or other appropriate documentation confirming 51% or more ownership.
- 3.3.11** If bidder hires and trains Native workforce, provide acceptable confirming documentation.
- 3.3.12** Disclose any existing or potential conflict of interest relative to the performance of services required by any contract resulting from this RFP.
- 3.3.13** The submission of additional pertinent information beyond the requirements of this RFP is acceptable.

3.4 BID.

- 3.4.1 BID SCHEDULE.** Please see attached BID SCHEDULE. Bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in accordance with the BID SCHEDULE instructions. In case of a discrepancy between unit prices and bid item total, the corrected unit price extension will govern. Each Bid Unit Price shall include an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item. Estimated quantities set forth on the BID SCHEDULE are not guaranteed, and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 3.4.2 BID BOND.** Each Bid must be accompanied by a Bid Bond payable to the Tribe as Owner for five percent (5%) of the total amount of the Bid. As soon as the Bid prices have been compared, the Tribe will return the Bid Bonds of all except the two lowest responsible Bidders. When the Construction Agreement by and between the parties is executed, the bond of the remaining unsuccessful Bidder will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned.
- 3.4.3** A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature). The corporate seal shall be affixed and attested by the secretary or an assistant secretary.
- 3.4.4** A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign.
- 3.4.5** A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person.
- 3.4.6** Please indicate preferred payment terms, and state whether a down payment is required, and, if so, in what amount. **NOTE:** Down payment shall not exceed 25%.
- 3.4.7** Include Certificate of Insurance and completed form W9 with bid.

3.5 ACCEPTANCE OF AND EXCEPTIONS TO TERMS AND CONDITIONS.

- 3.5.1** Subject to subsection 3.5.2, next, by submitting a proposal, bidder signifies that bidder acknowledges, accepts and agrees to all terms, conditions and provisions set forth in this RFP.

3.5.2 If the bidder objects to any term, condition or provision contained in this RFP it shall note an exception to such term(s), condition(s) or provision(s) in a clearly identified separate section of the bidder's proposal. The bidder shall clearly refer to and identify the specific sections and paragraphs excepted and/or not agreed to by the bidder. Any exceptions not clearly identified by the bidder via inclusion in such a separate section shall be without force and effect in any subsequent contract. Any and all exceptions that are contained in a proposal submitted by a bidder in response to this RFP may negatively affect the evaluation of the proposal. A proposal that takes exception to any material requirement of the RFP may be rejected.

3.6 EVIDENCE OF INTENT TO BE BOUND. Bidder agrees that bidder's submission of a proposal signifies the bidder's intent to be bound by the proposal submitted by the bidder and the terms of this RFP and that the information provided is true, accurate and complete.

4. SCOPE OF WORK

4.1 The selected Contractor must perform the full range of services related to removal and reconstruction of the subject parking areas, as well as reclamation of the designated areas. The selected Contractor will be required to furnish all labor, supervision, materials, tools, equipment, and permits necessary to complete the Project in accordance with the *Plans, Specifications and Drawings attached hereto and made a part hereof as though fully set forth*. This Scope of Work is intended to further describe the project and highlight critical details. In no event shall any lack of detail in this document be construed to undermine the requirement for a quality installation. Should any detail be omitted from this document or the attached Plans, Specifications or Drawings, or should any error appear in either, it shall be the duty of the Contractor to notify the Tribe's designated representative. In no case shall the Contractor proceed with the work without notifying and receiving definite instructions from the Tribe's designated representative. Work wrongly constructed without such notification shall be corrected by the Contractor at Contractor's own cost.

4.2 The Project will include, but will not be limited to, the following tasks:

4.2.1 Provide safety signage, barriers, and traffic control measures to protect workers and the public.

4.2.2 Mobilize and transport equipment and materials to and from project site.

4.2.3 Coordinate location and marking of utilities with the appropriate utility companies/providers and arrange for removal, relocation, or special protection of all utilities that are located within the construction limits prior to the start of demolition or construction.

4.2.4 Mill, remove and properly dispose of existing asphalt and perform all other required demolition pursuant to Plan documents.

4.2.5 Prepare foundation for asphaltic paving. Excavate and replace weak subgrade areas as needed to prevent premature asphalt failure. Install granular base layer.

4.2.6 Grade base course evenly and compact. Maintain a uniform surface on the base course until placement of asphalt surface is complete.

4.2.7 Install and compact two (2) 1.5" layers of new asphalt.

4.2.8 Sample and test asphalt.

4.2.9 Construct French drains at locations designated on Plan documents.

4.2.10 Install asphalt curbing at locations designated on Plan documents.

4.2.11 Saw cut and form asphalt at locations designated on Plan documents.

4.2.12 Install topsoil and mulch in areas of the Project formerly utilized for parking and/or vehicle traffic, but abandoned and reclaimed pursuant to the Plan documents. Topsoil shall be screened and shall be placed at a depth of 4", loose. Fertilize and seed reclaimed areas.

4.2.13 Seed, mulch and fertilize all disturbed areas.

4.2.14 Stripe and mark parking stalls and stencil all necessary symbols pursuant to Plan documents, using durable paint designed for asphalt application.

4.3 Contractor shall properly dispose of all debris, including expired asphalt, related to Project.

4.4 Contractor shall keep the work area neat at the end of each workday and contained through the duration of the job.

5. NOTICES TO BIDDERS AND REQUIREMENTS

5.1 BID BOND. Each Bid must be accompanied by a Bid Bond payable to the Tribe as Owner for five percent (5%) of the total amount of the Bid. As soon as the Bid prices have been compared, the Tribe will return the Bid Bonds of all except the two lowest responsible Bidders. When the Construction Agreement by and between the parties is executed, the bond of the remaining unsuccessful Bidder will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

5.2 PERFORMANCE BOND. The successful bidder will be required to furnish a Performance Bond in favor of the Tribe in an amount equal to one hundred percent (100%) of the bid, and conditioned upon the faithful performance of the contract and completion on or before the date specified.

5.3 PAYMENT BOND. Upon execution of the Construction Agreement by and between the parties, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Wisconsin law.

5.4 INSURANCE.

5.4.1 By signing and submitting a bid/proposal under this RFP, the bidder certifies that if awarded a contract, it will have insurance coverage as specified below at the time the contract is awarded:

5.4.1.1 Comprehensive General Liability Coverage: Minimum of \$1,000,000 per occurrence and \$2,000,000 in aggregate for property damage and personal injury.

5.4.1.2 Business Automobile Liability: Business Automobile Liability covering all owned, hired and non-owned vehicles; \$500,000 per occurrence for bodily injury and property damage.

5.4.1.3 Excess/Umbrella Liability Coverage: \$1,000,000.

5.4.1.4 Worker's Compensation: Statutory limits and benefits. If any owner, partner, executive, officer, member or employee is excluded from Worker's Compensation coverage or if the Worker's Compensation policy is for certificate purposes only, it must be stated on the certificate.

5.4.2 The bidder further certifies that it and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by reputable insurance companies authorized to sell insurance in Wisconsin by the Wisconsin Office of the Commissioner of Insurance.

- 5.4.3** The Contractor will furnish to the Tribe's Contract Administrators certificates of insurance prior to commencement of work and, upon request, at any time during contract performance.
- 5.4.4** The Contractor will give the Tribe's Contract Administrator 10-days written notice prior to modifying any insurance obtained and/or maintained as required by the contract and this provision. The Tribe may object to the modification within 10 days of receiving the notice.

5.5 WORK SITE SAFETY.

- 5.5.1** Public safety is of the outmost importance and the Contractor will constantly protect and preserve the safety of employees and the public during progress of Work. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project and all work to be performed. The Contractor will take all necessary precautions to ensure the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Project and other persons who may be affected thereby (including Tribal employees and the public), all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Project.
- 5.5.2** The Contractor, at its own cost, shall furnish and maintain all necessary personal protective safety equipment for Contractor's personnel as required for the type of work contemplated herein, in accordance with Occupational Safety and Health Administration (OSHA) requirements and all other applicable regulations and standards.
- 5.5.3** The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.

- 5.6 WORK SITE DAMAGES.** Contractor shall repair any damage to the project site caused by Contractor or Contractor's agents, employees, subcontractors, invitees or assigns. The Contractor shall perform construction work in a manner which minimizes the potential for damage to the property. The Contractor shall be solely responsible for the costs of any repairs resulting from damages occurring as a direct or indirect result of the work performed by the Contractor and/or any subcontractor(s). Any damage to existing utilities, equipment, or property caused by any act of the Contractor or the Contractor's employees, subcontractors, invitees or assigns shall be repaired to the satisfaction of the Tribe at the Contractor's expense.

- 5.7 DISPOSAL OF DEBRIS.** Contractor is responsible for proper handling of all materials, including lawful disposal of spent asphalt and all other debris. In addition to the requirements set forth in subsections 3.3.8 and 4.3 of this RFP, Contractor shall provide to the Tribe written proof, in the form of copies of receipts and/or invoices, of lawful disposal of spent asphalt, debris, construction materials and any other waste specifically associated with the Project.

- 5.8 CODE COMPLIANCE.** All materials, equipment and workmanship on each assigned project shall conform to all applicable federal, state and local codes, including, but not limited to, applicable safety requirements.

- 5.9 COMPLIANCE WITH LAWS.** The successful bidder/Contractor will agree to abide by and comply with all applicable laws, rules, ordinances, regulations and administrative rulings of the Lac du Flambeau Band of Lake Superior Chippewa Indians, the United States, and the State of Wisconsin.

- 5.10 DAVIS-BACON ACT.** This project is subject to the provisions of the Davis-Bacon Act. Verification of compliance must be provided to the Tribe, and must be to the satisfaction of the Tribe.

- 5.11 ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.** No contract between the successful bidder/Contractor and the Tribe may be assigned by either party without the prior written consent of the other party, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the party whose consent is sought. Further, the Contractor shall not subcontract for the performance of any of the services referenced in this RFP, or any portion of the project, without prior written approval obtained from the Tribe. In the

event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish to the Tribe the name(s), qualifications and experience of its proposed subcontractor(s). No subcontractor may perform work on the project unless and until permitted to do so pursuant to written contract or agreement between the Contractor and the Tribe. The Contractor shall be as fully responsible for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor, and the Contractor shall assure compliance with all requirements of the Contract.

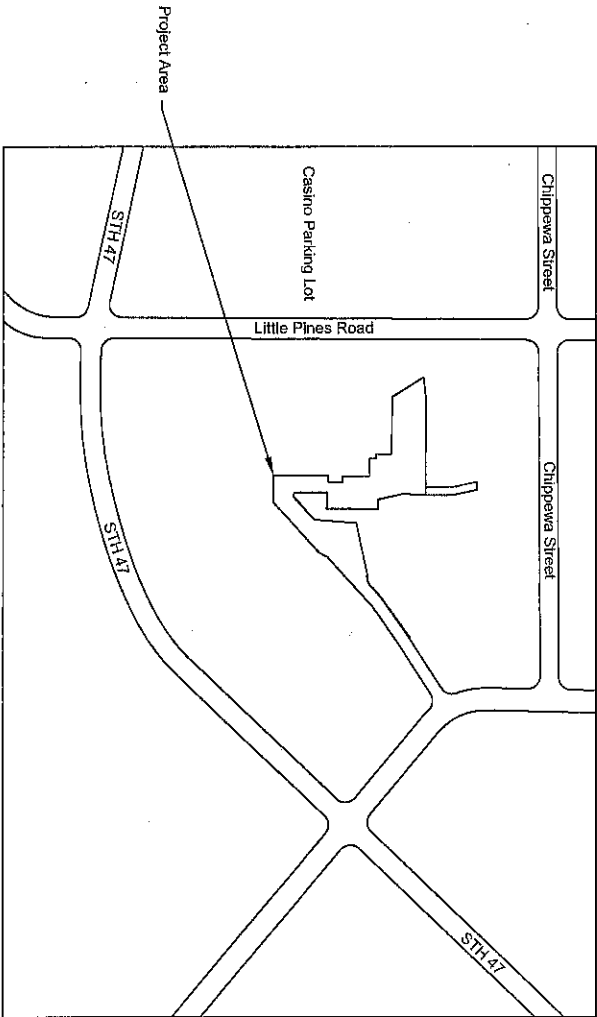
- 5.12 MARKETING PROHIBITION.** The successful bidder/Contractor shall not use the names of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians in any marketing activity, nor will the successful bidder/Contractor use said name or references thereto in any endorsement of its firm, product, or service, without the written consent of the Tribe.
- 5.13 DEBARMENT AND SUSPENSION.** No contract shall be made to parties listed on the General Services List of Parties Excluded from Federal Procurement or Non-procurement Programs In accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." A list of excluded parties can be found at www.sam.gov. 2 CFR 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), governs debarment and suspension of federal grantees and sub-grantees from receiving federal grant awards. Debarment and suspension can occur if federal grantees use federal funds wastefully or fraudulently. In order to ensure federal funds do not flow to excluded parties, federal agencies and grantees are required to check for excluded parties prior to opening bids or awarding.
- 5.14 INDEPENDENT CONTRACTOR STATUS.** The Contractor shall be an independent contractor and neither the Contractor nor any individual employed by the Contractor and assigned to perform work pursuant to this RFP shall be an employee, agent, joint venturer, or partner of the Tribe for any purpose whatsoever, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Employment Tax Act, the provisions of the Internal Revenue Code and the State Revenue and Taxation Code relating to income tax withholding at the source of income, workers' compensation insurance, unemployment compensation insurance, employment-related benefits, and third party liability claims.
- 5.15 INDEMNIFICATION.** The successful bidder/Contractor shall indemnify, defend, and hold harmless the Tribe and its officers, officials, employees, agents and volunteers, from and against any and all claims, demands, expenses, losses, liabilities, causes of action, and the like, which are or may be asserted in any action by anyone, based upon any alleged personal injury, death, property damage or any loss that may occur, or may be alleged to have occurred, as a result of, relating to, arising out of, or in any way associated with, any act or omission of the Contractor, or any failure of the same to comply with any obligations set forth in this RFP and/or a Contract between the parties. The Contractor shall, at its own cost and expense, pay all costs incurred by the Tribe in connection therewith. If any judgment shall be rendered against the Tribe in any such action, the Contractor shall satisfy and discharge the same without cost or expense to the Tribe. However, this indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of the Tribe. The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the Tribe and its officers, officials, employees, agents and volunteers by the insurance coverage obtained and/or maintained by the Contractor.
- 5.16 GOVERNING LAW AND VENUE.** The successful bidder/Contractor shall consent and agree that any and all questions arising in connection with this RFP and/or any contract resulting therefrom shall be governed first by the laws and ordinances of the Lac du Flambeau Band of Lake Superior Chippewa Indians and second by federal and Wisconsin laws, if applicable. The successful bidder/Contractor shall further consent and agree to the jurisdiction of the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court and that the venue for any legal proceeding relating to this RFP and/or any contract by and between the successful bidder/Contractor and the Tribe shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.
- 5.17 SOVEREIGN IMMUNITY.** The Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.



VILAS COUNTY
STATE OF WISCONSIN
T40N, R5E, SEC. 5

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS - ROADS
MIDWEST REGION - GREAT LAKES AGENCY

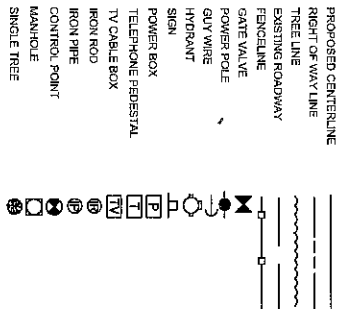
LDF ADMINISTRATION LOT
PROJECT I.D. NO. F5543258
TTP ROUTE NO. P104
LAC DU FLAMBEAU RESERVATION
VILAS COUNTY, WI
EXCAVATION, GRADING, DRAINAGE, AGGREGATE,
BITUMINOUS SURFACE



CONTRACTOR SHALL VERIFY ALL PUBLIC UTILITIES
PRIOR TO START OF CONSTRUCTION

LOCATION MAP
N.T.S.

LEGEND OF SYMBOLS



DESIGN DATA

DESIGN SPEED 25 MPH
MINIMUM RADIUS OF CURVE 50.00 FEET
MAXIMUM GRADE 1.23 %
TOPOGRAPHY FLAT

INDEX OF SHEETS

SHEET NO. 1 TITLE, LEGEND & LOCATION MAP
SHEET NO. 2 QUANTITIES, NOTES & UTILITIES
SHEET NO. 3 MISCELLANEOUS QUANTITIES
SHEET NO. 4 DETAILS SHEET
SHEET NO. 5-6 TYPICAL SECTION SHEETS
SHEET NO. 7 EROSION CONTROL
SHEET NO. 8 TRAFFIC CONTROL
SHEET NO. 9 LOT - SPOT ELEVATIONS
SHEET NO. 10-11 PLAN AND PROFILE SHEETS

DESIGN IS IN ACCORDANCE WITH A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, 2004 (AASHTO), EXCEPT AS PROVIDED FOR IN THE SPECIAL PROVISIONS. ALL WORK SHALL BE ACCOMPLISHED ACCORDING TO THE STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2010 EDITION, AND THE LATEST SUPPLEMENTAL SPECIFICATIONS TO THE 2010 EDITION.

U.S. DEPARTMENT OF THE INTERIOR - BUREAU OF INDIAN AFFAIRS	
MIDWEST REGION	
RECOMMENDED FOR APPROVAL:	APPROVED:
	
REGIONAL ENGINEER	REGIONAL DIRECTOR
DATE	DATE

GENERAL NOTES

1. ITEM IS PAID AS PLAN QUANTITY. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
2. THE LOCATION OF EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY. AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE UTILITY COMPANIES, OR UTILITY ORGANIZATIONS, AND ARRANGE FOR REMOVAL, RELOCATION, OR SPECIAL PROTECTION OF ALL UTILITIES THAT ARE LOCATED WITHIN THE CONSTRUCTION LIMITS PRIOR TO THE START OF CONSTRUCTION.
3. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN TRAFFIC ON PUBLIC ROADWAYS AT ALL TIMES DURING CONSTRUCTION. ACCESS TO ADJACENT PROPERTIES SHALL ALSO BE MAINTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT PROPERTIES TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
4. THE CONTRACTOR SHALL REMOVE & BANK MAIL BOXES AND REPLACE WHEN WORK IS COMPLETE. THE COST OF THE WORK SHALL BE CONSIDERED INCIDENTAL.
5. ALL CONTRACTOR, SUBCONTRACTOR AND UTILITY EMPLOYEES SHALL WEAR SAFETY EQUIPMENT IN ACCORDANCE WITH OSHA REGULATIONS.
6. ALL EXCESS EXCAVATION, DEBRIS, & RUBBER RESULTING FROM CONSTRUCTION SHALL BE REMOVED FROM THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF THE MATERIALS AT A LOCATION WHICH IS PRE-APPROVED BY THE TIER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
7. "NEW" SCREENED TOPSOIL SHALL BE PLACED AT A DEPTH OF 4" LOOSE.
8. ALL DISTURBED AREAS, NOT OTHERWISE SURFACED, TO BE SEED, MULCHED / FERTILIZED.
9. ALL EMBANKMENT QUANTITIES ARE CALCULATED AT 125% FOR SHRINKAGE.

SURVEY INFORMATION

SYSTEM: WISCONSIN COUNTY COORDINATES
 ZONE: VLAS
 DATUM: NAD 1983 (CONUS) (MOL)
 EPOCH: 672405
 UNIT: U.S. SURVEY FEET
 HORIZONTAL POSITION VALUES SHOWN ON THIS PLAN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES. ELEVATIONS ON THE PLAN ARE REFERENCED TO NAVD 88.

BASIS OF ESTIMATED QUANTITIES

WEARING COURSE MIXTURE: 112 lbs./S.Y./inch
 BINDER COURSE MIXTURE: 112 lbs./S.Y./inch
 AGGREGATE BASE COURSE: 1.95 ton/cy.
 FERTILIZER HAS BEEN COMPUTED AT THE RATE OF 7 lbs PER 1000 SQUARE FEET
 SEED HAS BEEN COMPUTED AT THE RATE OF 4 lbs PER 1000 SQUARE FEET
 MULCH MATERIAL HAS BEEN COMPUTED AT THE RATE OF 2 TONS PER ACRE

ESTIMATED QUANTITIES

ITEM NUMBER	NOTES	ITEM NAME	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY
204.0110		Removing Asphaltic Surface	SY	5870	
206.0100	6	Excavation Common	CY	1683	
211.0101		Prepare Foundation for Asphaltic Paving	EACH	1	
214.0100		Overlaid Old Parking Area	EACH	1	
306.0120		Base Aggregate Dense 1 1/4-Inch	TON	1848	
466.0105		Asphaltic Surface	TON	735	
466.0310		Asphaltic Curb	LF	168	
606.0100		Riprap Light	CY	175	
619.1000		Mobilization	EACH	1	
625.0100	7.8	Topsoil	SY	1800	
627.0200	8	Mulching	SY	1800	
628.1504		Silt Fence	LF	415	
628.2023		Erosion Mat Class II Type B	SY	25	
628.0210	8	Fertilizer Type B	CWT	12	
630.0140	8	Seeding Mixture No. 40	LB	72	
634.0412		Posts Wood 4x4-Inch X 12-FT	EACH	3	
637.2220		Signs Type II Reflective F	SF	7	
643.5000		Traffic Control (Project)	EACH	1	
645.0120		Geotextile Fabric Type HR	SY	345	
646.6205		Marking Symbol Paint	EACH	4	
646.7005		Marking Diagonal Paint 6"	LF	972	
646.8305		Marking Parking Stall Paint 4"	LF	188	
690.0150		Sawing Asphalt	LS	1	
90001		Contractor Sampling & Testing	LS	1	
90002		Construction Schedule	LS	1	
90003		Project Representative (Tribal Pay Item)	LS	1	

STANDARD DETAIL DRAWINGS

FACILITIES DEVELOPMENT MANUAL	
WISCONSIN DEPARTMENT OF TRANSPORTATION	
ITEM	DRAWING NO.
SILT FENCE	S.D.D. 8 E 9-6
CONCRETE CURB AND GUTTER - TYPE D	S.D.D. 8 D 1-236

UTILITIES

TELEPHONE
 VERIZON NORTH, INC.
 321 4TH STREET
 WAUSAU, WI 54980
 PHONE: (715) 847-1501

POWER
 WISCONSIN PUBLIC SERVICE
 8427 COUNTY ROAD J
 WAUSAU, WI 54980
 PHONE: 1-800-353-4055

UP WATER AND SEWER DEPARTMENT
 212 DU FLAMBEAU, WI 54538
 PHONE: (715) 588-7887
 CONTACT PERSON: SCOTT WALLACE

INDIAN HEALTH SERVICE
 RHINELANDER FIELD OFFICE
 814 SOUTH BROWN STREET
 WAUSAU, WI 54980
 PHONE: (715) 355-5129

LUP TRIBAL PLANNING
 P.O. BOX 57
 LAC DU FLAMBEAU, WI 54538
 PHONE: (715) 588-4252
 CONTACT PERSON: EMERSON COY

LUP TRIBAL HISTORIC PRESERVATION
 P.O. BOX 57
 LAC DU FLAMBEAU, WI 54538
 PHONE: (715) 588-2139

TO OBTAIN LOCATION OF
 FACILITIES BEFORE YOU
 DIG IN WISCONSIN
 CALL DIGGER'S HOTLINE
 1-800-242-8511
 TOLL FREE
 TELPRX 1-800-338-3860
 WIS. STATEVE 182.0173 (1974)
 WIS. STATEVE 182.0173 (1974)
 NOTICE BEFORE YOU EXCAVATE

483,015 ASPHALTIC SURFACE	
LOCATION	TONS
EAST ALIGNMENT	242
NEW PARKING LOT DRAINAGE AREA	250
EAST ADMIN PARKING AREA	243
TOTAL	735

204,010 REMOVAL ASPHALT	
LOCATION	SY
ENTIRE PROJECT AREA	5970
TOTAL	5970

TOPSOIL, SEED, FERTILIZER (ALL DISTURBED AREAS)			
LOCATION	TOPSOIL SQ. YARDS	SEED MT. NO. 40 POUNDS	FERTILIZER TYPE B CWT.
EAST ALIGNMENT	317	13	0.21
BASKETBALL COURT AREA	446	18	0.30
AREA BETWEEN PARKING	287	11	0.19
SOUTHEAST ADMIN CORNER	748	30	0.50
TOTAL	1800	72	1.20

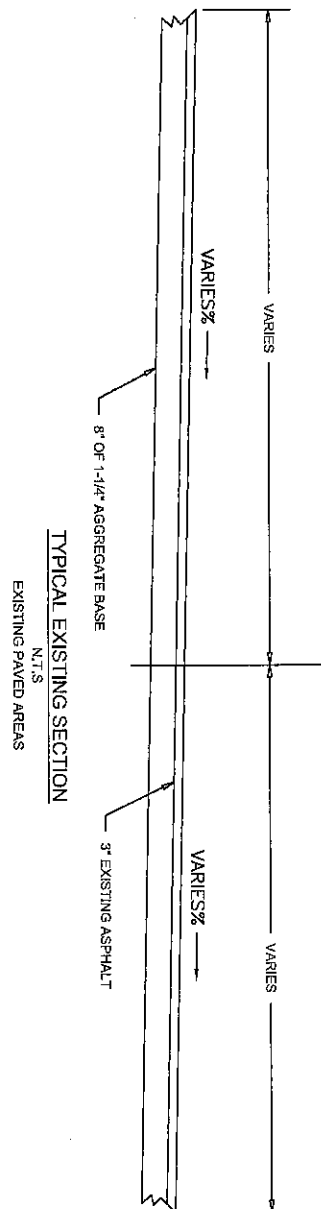
306,010 BASE AGGREGATE DENSE 1-1/4 INCH	
LOCATION	TONS
EAST ALIGNMENT	602
NEW PARKING LOT DRAINAGE AREA	631
EAST ADMIN PARKING AREA	615
TOTAL	1848

EARTHWORK	
COMMON	EMBANKMENT
EXCAVATION	25% COMPACTION
CU. YARDS	CU. YARDS
EAST ALIGNMENT	481
NEW PARKING LOT DRAINAGE AREA	650
EAST ADMIN PARKING AREA	552
TOTAL	1683

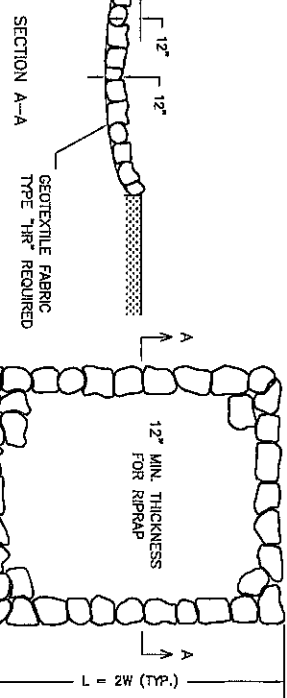
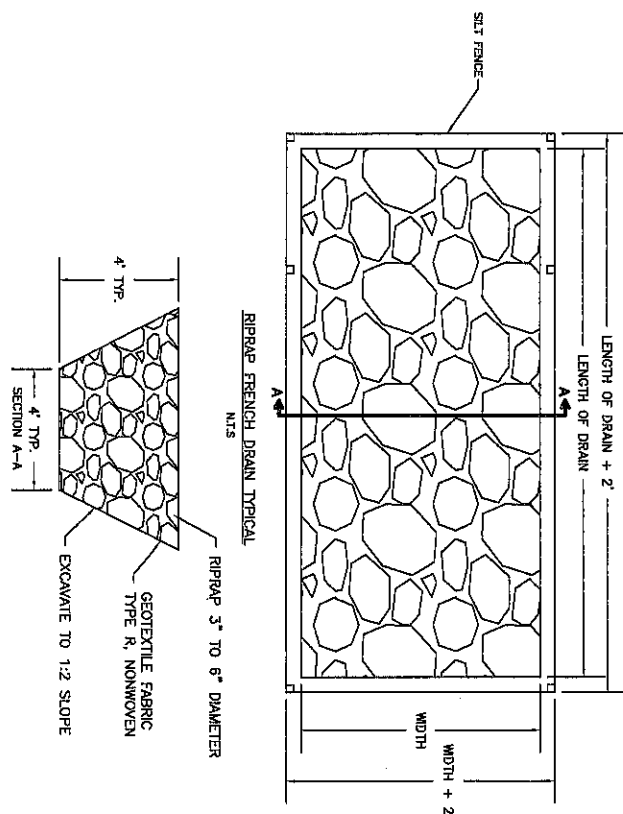
690,0150 SAWING PAVEMENT	
LOCATION	LF
EXISTING SOUTH PARKING	73
NEW PARKING LOT DRAINAGE AREA	115
TOTAL	188

ABBREVIATIONS

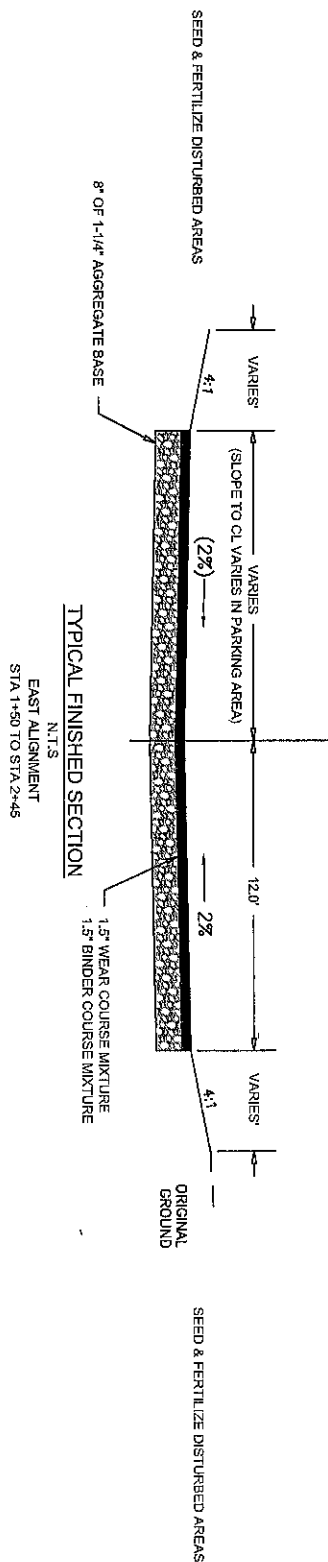
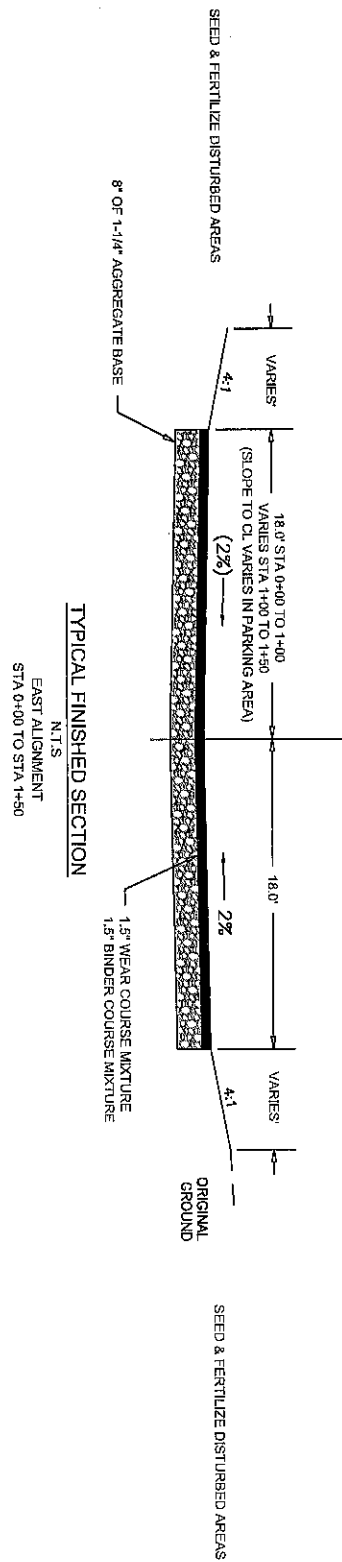
AGGR	AGGREGATE	MH	MANHOLE
BM	BENCH MARK	M.P.H.	MILES PER HOUR
BO.P.	BEGINNING OF PROJECT	N.T.S.	NOT TO SCALE
CHOP	CHOP	P	PLAN QUANTITY
C.I.P.	COMPACTED IN PLACE	PC	POINT OF CURVATURE
CL	CENTERLINE	P.E.	PRIVATE ENTRANCE
CONC.	CONCRETE	PI	POINT OF INTERSECTION
CPCP	CORRUGATED PLASTIC	PT	POINT OF TANGENCY
CSP	CURVED PIPE	QTY.	QUANTITY
CSP	CORRUGATED STEEL	R	RAILROAD
CSP	CORRUGATED STEEL	RCOP	REINFORCED CONCRETE
CSPA	PIPE ARCH	RD	ROAD
Dg	DEGREE OF CURVE	RHF	RIGHT HAND FORWARD
E	EXTERNAL	RT	RIGHT
ELEV.	ELEVATION	ST	STREET
END	END OF PROJECT	STA	STATION
E.S.	END OF SECTION	TR	TRUCK
EXC.	EXCAVATION	TR	TYPICAL
FERT.	FERTILIZER	VC	VOLUME OF CUT
FT.	FEET	VF	VOLUME OF FILL
F & I	FURNISH AND INSTALL	VPC	VERTICAL POINT OF CURVATURE
GV	GATE VALVE	VPI	VERTICAL POINT OF INTERSECTION
HRT	HIGHWAY	VPT	VERTICAL POINT OF TANGENCY
INT.	INTERSECTION	W	WITH
INVERT	INVERT ELEVATION		
K	RATE OF VERTICAL CURVE		
L	LENGTH OF CURVE		
LHF	LEFT HAND FORWARD		
LT	LEFT		
M	MIDDLE ORIGINATE		
MAX	MAXIMUM		
MIN	MINIMUM		



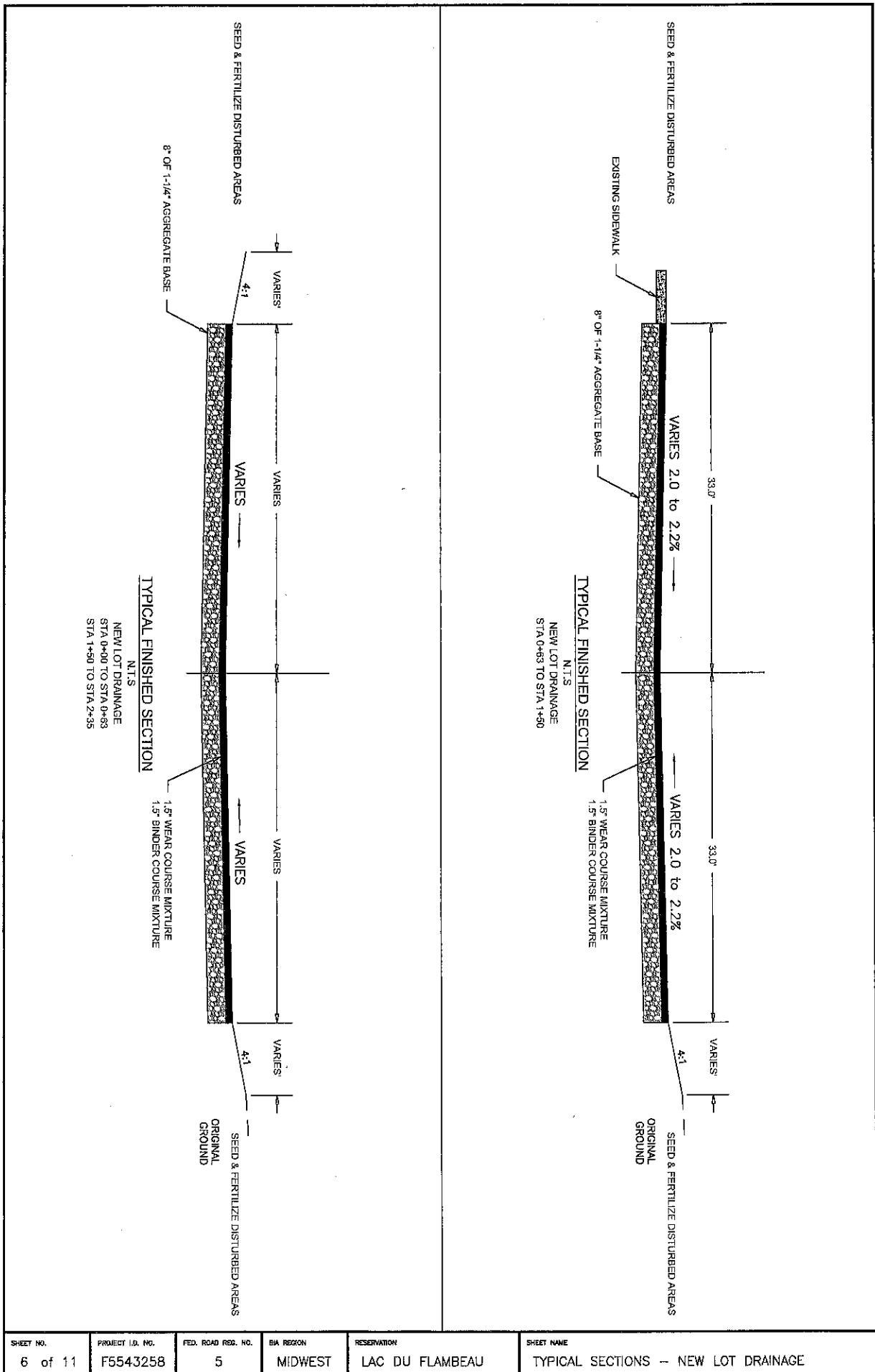
TYPICAL EXISTING SECTION
N.T.S.
EXISTING PAVED AREAS



RIPRAP TREATMENT AT PARKING LOT DRAINAGE
N.T.S.



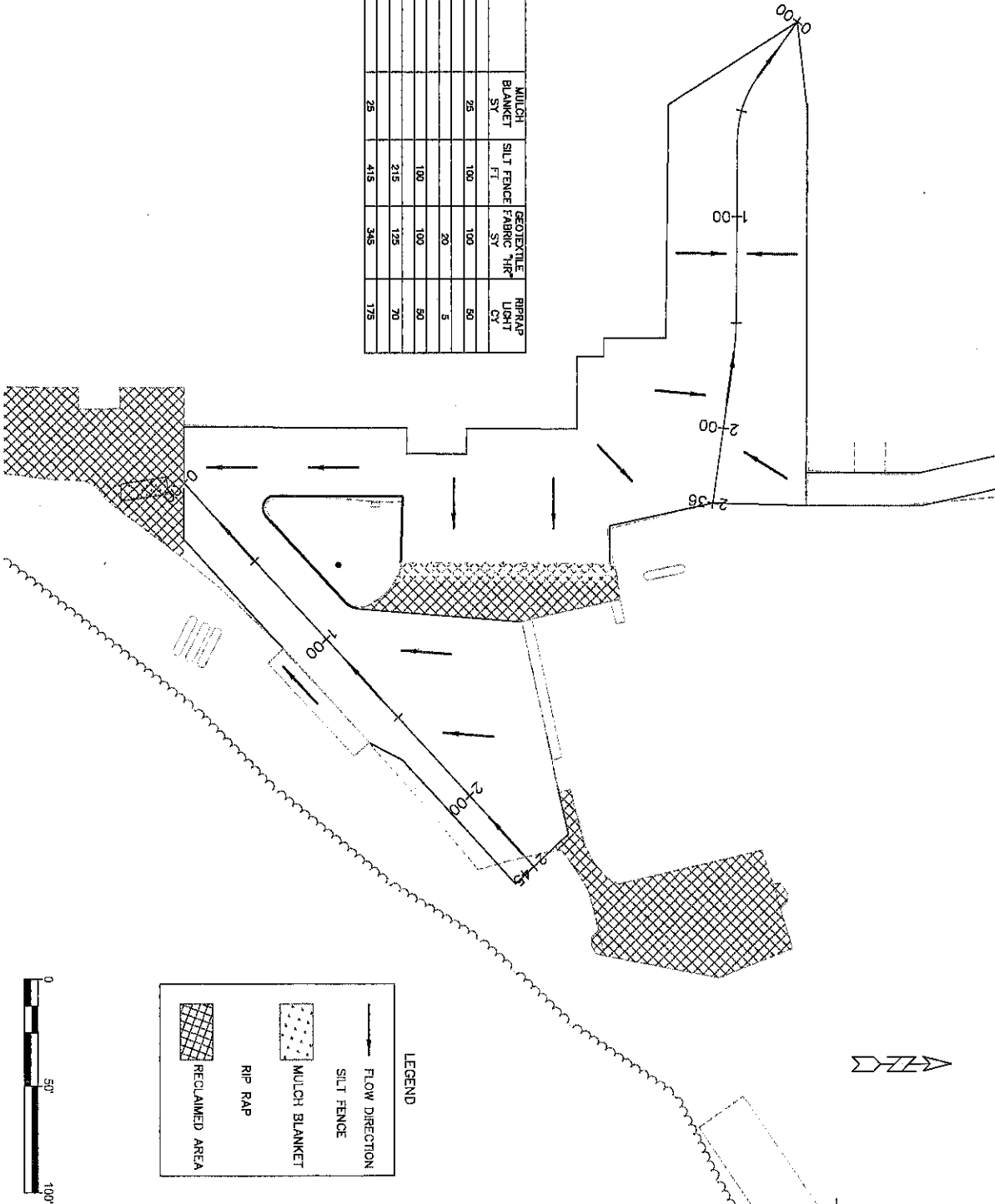
SHEET NO.	PROJECT I.D. NO.	FED. ROAD REG. NO.	EIA REGION	RESERVATION	SHEET NAME
5 of 11	F5543258	5	MIDWEST	LAC DU FLAMBEAU	TYPICAL SECTIONS - EAST ALIGNMENT

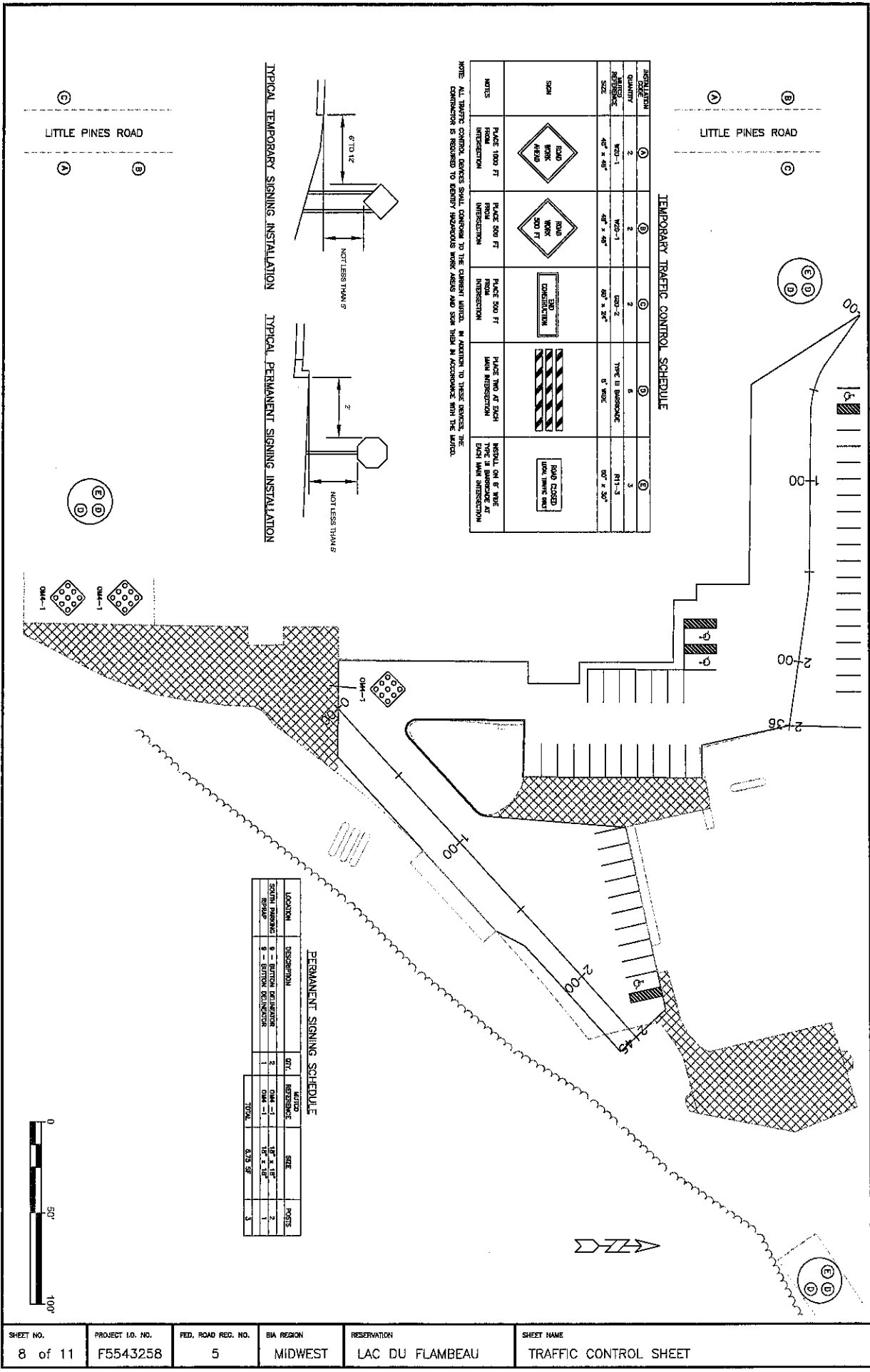


SHEET NO.	PROJECT I.D. NO.	FED. ROAD RES. NO.	BIA REGION	RESERVATION	SHEET NAME
6 of 11	F5543258	5	MIDWEST	LAC DU FLAMBEAU	TYPICAL SECTIONS - NEW LOT DRAINAGE

EROSION CONTROL SCHEDULE

LOCATION	PURPOSE	MULCH BLANKET SY	SILT FENCE FT	GEOTEXTILE FABRIC THK SY	RIPRAP LIGHT CY
0+00 FRENCH DRAIN	STORM WATER COLLECTION	25	100	100	60
0+00 RIPRAP BASIN	SEDIMENT CONTROL			20	5
2+00 FRENCH DRAIN	STORM WATER COLLECTION		100	100	60
LOT EDGE	STORM WATER COLLECTION		215	125	20
TOTALS		25	415	345	175



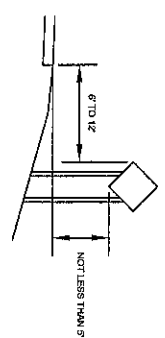


TEMPORARY TRAFFIC CONTROL SCHEDULE

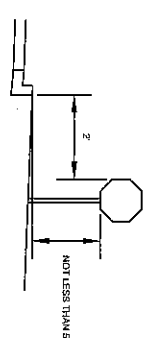
INSTALLATION CODE	QUANTITY	REMARKS	SIZE	NOTES
W20-1	2	W20-1	48" x 48"	PLACE 1000 FT FROM INTERSECTION
W20-2	2	W20-2	48" x 48"	PLACE 500 FT FROM INTERSECTION
R11-3	3	TYPE II BARRICADE	6' WORK	PLACE 500 FT FROM INTERSECTION
OHM-1	1	OHM-1	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-2	1	OHM-2	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-3	1	OHM-3	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-4	1	OHM-4	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-5	1	OHM-5	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-6	1	OHM-6	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-7	1	OHM-7	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-8	1	OHM-8	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-9	1	OHM-9	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-10	1	OHM-10	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-11	1	OHM-11	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-12	1	OHM-12	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-13	1	OHM-13	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-14	1	OHM-14	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-15	1	OHM-15	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-16	1	OHM-16	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-17	1	OHM-17	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-18	1	OHM-18	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-19	1	OHM-19	18" x 18"	INSTALL ONE AT EACH END OF ROAD
OHM-20	1	OHM-20	18" x 18"	INSTALL ONE AT EACH END OF ROAD

NOTE: ALL TRAFFIC CONTROL SCHEDULE SHALL CONFORM TO THE CURRENT LATEST. IN ADDITION TO THESE SCHEDULES, THE CONTRACTOR IS REQUIRED TO IDENTIFY PROPOSED WORK AREAS AND SIGN THEM IN ACCORDANCE WITH THE LATEST.

TYPICAL TEMPORARY SIGNING INSTALLATION

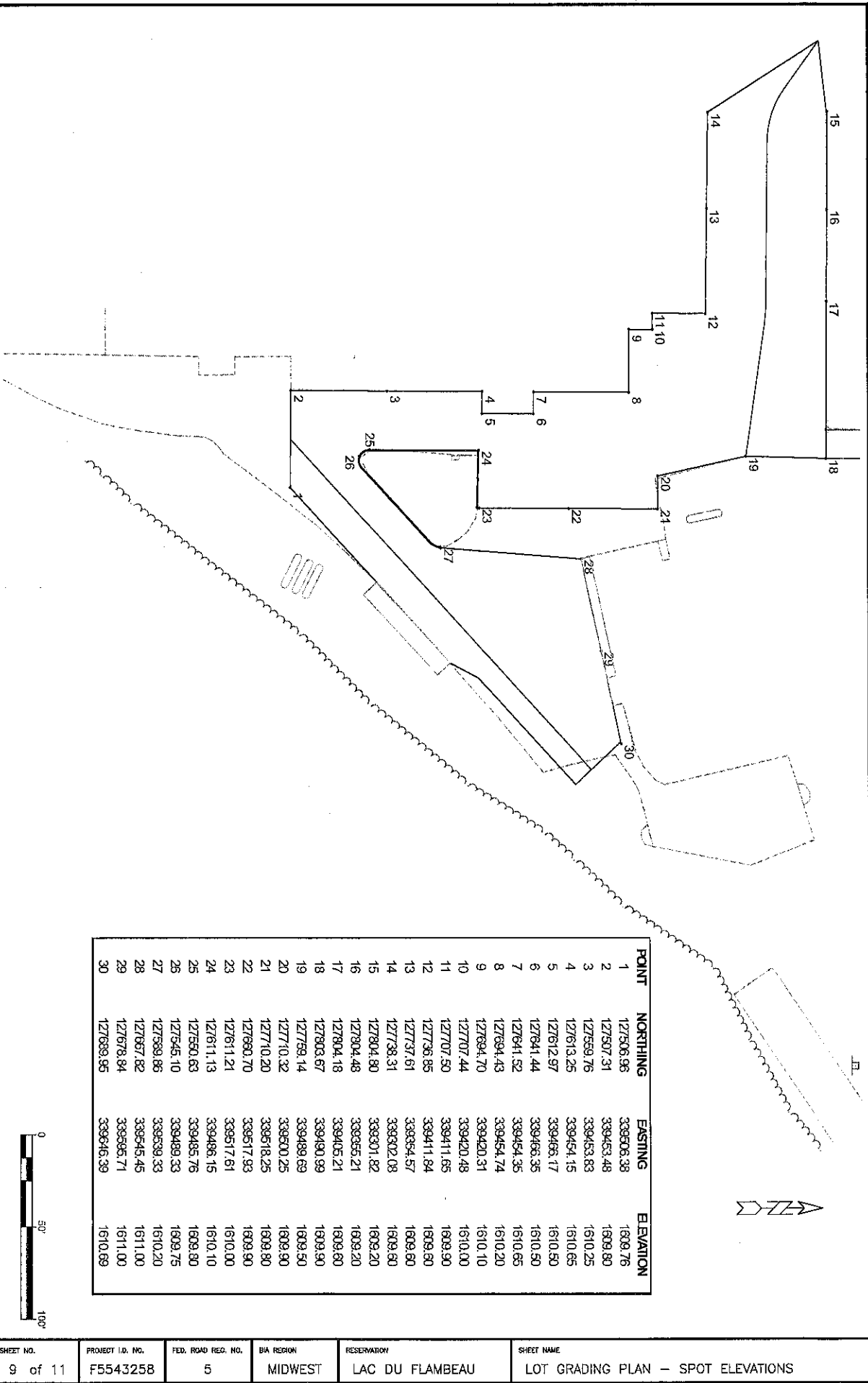


TYPICAL PERMANENT SIGNING INSTALLATION

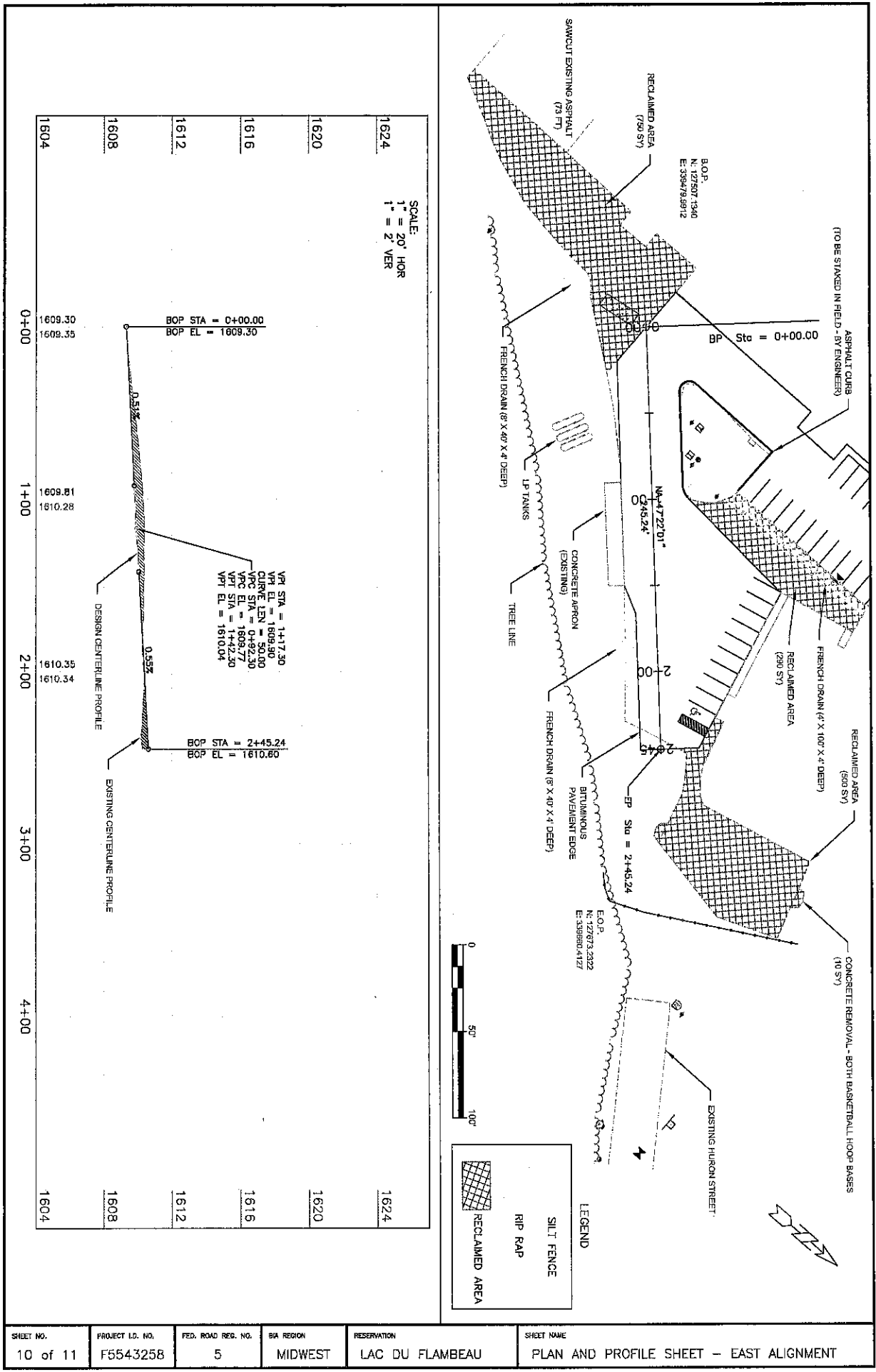


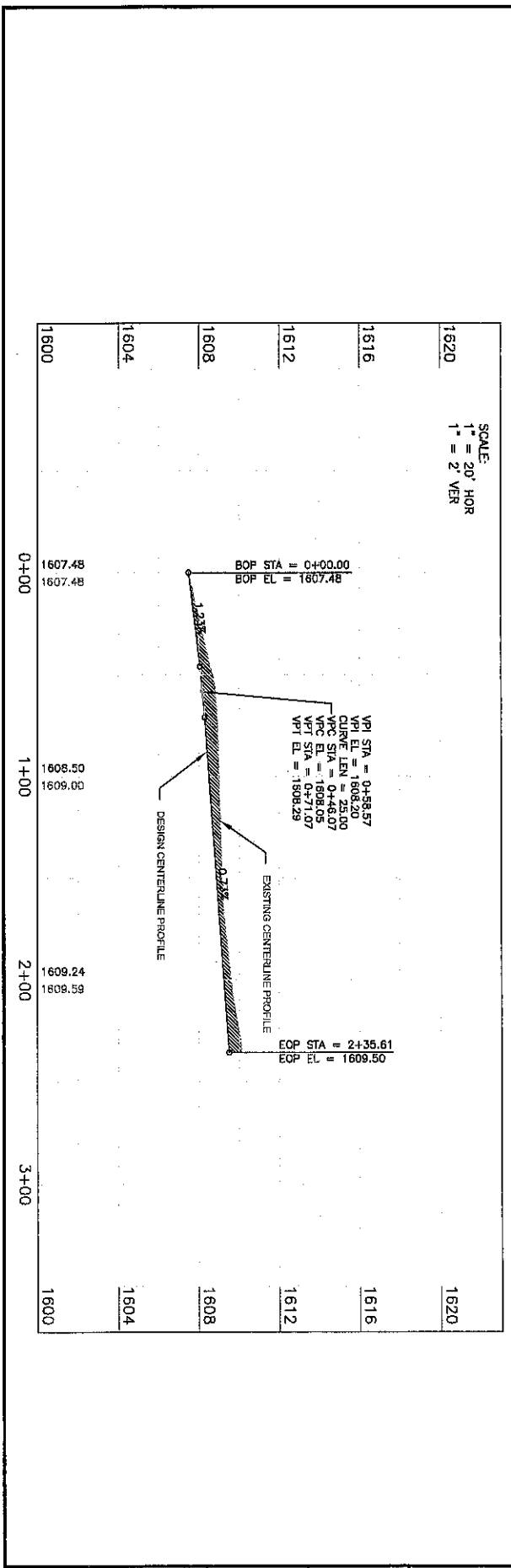
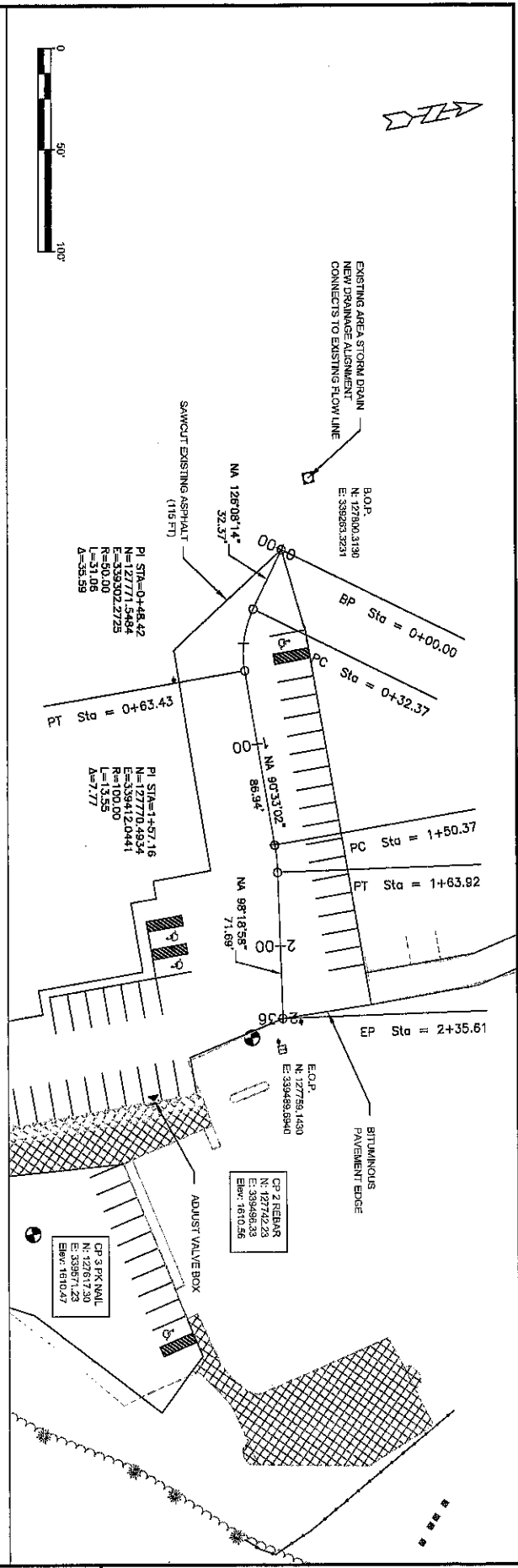
PERMANENT SIGNING SCHEDULE

LOCATION	DESCRIPTION	QTY	UNIT	SIZE	POSTS
SOUTH BARRICADE	OHM-1	1	OHM-1	18" x 18"	2
NORTH BARRICADE	OHM-1	1	OHM-1	18" x 18"	2
TOTAL		2			4



POINT	NORTHING	EASTING	ELEVATION
1	127506.36	339506.38	1609.76
2	127507.31	339453.48	1609.80
3	127559.75	339453.83	1610.25
4	127613.25	339454.15	1610.65
5	127612.97	339465.17	1610.50
6	127641.44	339466.35	1610.50
7	127641.52	339454.35	1610.65
8	127694.43	339454.74	1610.20
9	127694.70	339420.31	1610.10
10	127707.44	339420.48	1610.00
11	127707.50	339411.65	1609.90
12	127736.85	339411.84	1609.80
13	127737.61	339354.57	1609.60
14	127738.31	339302.08	1609.60
15	127804.80	339301.82	1609.20
16	127804.48	339355.21	1609.20
17	127804.18	339405.21	1609.80
18	127803.67	339490.99	1609.90
19	127759.14	339489.69	1609.50
20	127710.32	339500.25	1609.90
21	127710.20	339518.25	1609.80
22	127660.70	339517.93	1609.90
23	127611.21	339486.15	1610.10
24	127611.13	339485.76	1609.80
25	127545.10	339489.33	1609.75
26	127589.86	339539.33	1610.20
27	127667.82	339545.45	1611.00
28	127678.84	339565.71	1611.00
29	127689.95	339546.39	1610.69
30			





BID SCHEDULE

Project: LDF TRIBAL CENTER PARKING LOT RECONSTRUCTION PROJECT, RFP No. 26-LDF-85

OFFEROR PLEASE NOTE: BEFORE PREPARING THE BID, READ CAREFULLY THE SOLICITATION

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the bid obtained by adding the amounts of the several items. In case of discrepancy between unit prices and bid item total, the corrected unit price extension will govern. Type or print in ink, all of the figures. A unit bid price is not to be entered nor tendered for any pay item for which no estimated quantity appears in the bid schedule or for which a contingent amount or set price is shown in the bid schedule.

Whenever a contingent amount or a set price is shown for any item in the bid schedule, include such amount in the bid.

Pay Item	Pay Item Name	Units	Estimated Qty	Unit Bid Price	Amount Bid
204.0110	Removing Asphaltic Surface	SY	5870	\$	\$
205.0100	Excavation Common	CY	1683	\$	\$
211.0101	Prepare Foundation for Asphaltic Paving	EACH	1	\$	\$
214.0100	Obliterating Old Parking Area	EACH	1	\$	\$
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	1848	\$	\$
465.0105	Asphaltic Surface	TON	735	\$	\$
465.0310	Asphaltic Curb	LF	168	\$	\$
606.0100	Riprap Light	CY	175	\$	\$
619.1000	Mobilization	EACH	1	\$	\$
625.0100	Topsoil	SY	1800	\$	\$
627.0200	Mulching	SY	1800	\$	\$
606.0100	Riprap Light	CY	30	\$	\$
619.1000	Mobilization	EACH	1	\$	\$
625.0100	Topsoil	SY	512	\$	\$
628.1504	Silt Fence	LF	75	\$	\$
628.2023	Erosion Mat Class II Type B	SY	25	\$	\$
629.0205	Fertilizer Type B	CWT	1.2	\$	\$
630.0140	Seeding Mixture No. 40	LB	72	\$	\$
634.0412	Posts Wood 4x4-Inch X 12-FT	EACH	3	\$	\$
637.2230	Signs Type II Reflective F	SF	7	\$	\$
643.5000	Traffic Control (project)	EACH	1	\$	\$
646.5205	Geotextile Fabric Type HR	SY	345	\$	\$
634.0412	Marking Symbol Paint	EACH	4	\$	\$
646.7005	Marking Diagonal Paint 6"	LF	300	\$	\$
646.8305	Marking Parking Stall Paint 4"	LF	972	\$	\$
690.0150	Sawing Asphalt	LF	188	\$	\$
90001	Contractor Sampling & Testing	LS	1	\$	\$
90002	Construction Schedule	LS	1	\$	\$
90003	Project Representative (Tribe Pay Item)	LS	1	\$	

BID TOTAL = \$ _____

Authorized Signature*

Date

Printed Name

Title

***Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

**RE: RFP No. 26-LDF-85 (Parking Lot Reconstruction Project)
 Issued by the Lac du Flambeau Band of Lake Superior Chippewa Indians**

The bidder certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years or both.

Name of Bidding Entity: _____

Name of Authorized Representative: _____ Title: _____

Signature of Authorized Representative: _____ Date: _____

☐ I am unable to certify to the above statements. My explanation is attached.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
(Name and title of official)

(Company Name) that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Signature of Authorized Representative _____ Date _____

Printed Name _____ Title _____