

INVITATION TO BID
IFB 16-09

Modular building renovation/remodel

DUE DATE AND TIME
November 15, 2016 at 2:00 PM

Issued by
**KLAMATH TRIBAL HEALTH & FAMILY
SERVICES (KTHFS)**
**3949 SOUTH SIXTH STREET KLAMATH
FALLS, OR. 97603**

September 29, 2016

Notice

The performance criteria herein do not negate the responsibility of the contractor bidding the project to perform due diligence in regards to the project mentioned on the cover page.

All measurements, building codes, and material are the responsibility of the person bidding the project and are bound by the signed contractual obligation by said contractor; all construction questions shall be asked or reviewed on site prior to bidding the project to prevent unforeseen charges to the Client.

Klamath Tribal Health & Family Services (KTHFS)
Invitation for Bids (IFB)
IFB Number: 16-09
Modular building renovation/remodel

A. GENERAL INFORMATION:

1. The Klamath Tribal Health & Family Services is requesting Firm Fixed Price from qualified Contractors with a demonstrated excellent record of past performance and integrity to provide general contractor construction services for a project involving Modular building renovation and remodel. The work will comprise of a solar power system as well as the renovation and remodeling of the building.
2. The contract of the lowest responsible responsive bidder will run from the date of the contract award until June 1, 2017 with an option to amend or approve change orders. This option is exercisable solely at the KTHFS discretion.
3. This Solicitation is issued pursuant to the Local Contract Review Board Rules (adopted the Oregon Attorney General Model Rules). Order of precedence: in case of any difference between this IFB document and the contract, the contract shall govern.
4. Indian Preference:
 - a. To the greatest extent feasible, preference and opportunities for training and employment shall be given to Indians, and, preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
 - b. Indian Preference is given to Indian-owned enterprises that provide proof of at least 51 percent ownership of the enterprise submitted on an Indian Enterprise Qualification Statement showing:
 - ownership, control, and interest;
 - certification by a tribe that bidder is an Indian;
 - evidence of stock ownership, structure, management, control, and financing affecting the Indian Character of the enterprise;
 - evidence that the contractor has the technical, administrative, and financial capability to perform contract work of the size and type involved.
 - c. Preference and opportunities for training and employment in connection with the administration of these activities shall be given to Indian and Alaskan Natives.
5. Proposer must submit a formal written response pursuant to the provisions of this IFB to the Food Security Program Coordinator or designee located at KTHFS, 3949 South Sixth Street, Klamath Falls, OR 97603 prior to the DUE DATE & TIME:

November 15, 2016 at 2:00 PM
(Late proposals will not be accepted)
6. KTHFS is not liable for any costs incurred by the Proposer in its proposal preparation.

B. INSTRUCTIONS FOR BIDDERS:

Described below are the requirements for the material, product, or service to be procured, including the minimum essential characteristics and standards which must be met to satisfy its intended use.

1. This IFB is directed at licensed contractors and construction firms who qualify to perform all phases of general construction work in accordance with this IFB and attachments. All applicable attachments must be filled out.
2. **Scope of Work:**
Scope of work shall include all phases of general construction and permitting in accordance with this IFB, drawings and instruction from KTHFS generally consisting of, but not limited to: providing all equipment, materials and labor to remodel the existing facility and construct a new kitchen/classroom, storage and distribution center located at: 202 Pioneer St. in Chiloquin, Oregon. Work to include: demolition, framing, electrical, solar panel system, mechanical, plumbing, plumbing fixtures, insulation, drywall, flooring, interior finish work and hardware, interior painting, appliances, and all other incidentals necessary for a complete and functional facility meeting all applicable Federal, State, and Local Building Code requirements.
3. Attached to this IFB are the following required documents to be completed and returned with the bid packet. Failure to supply all required documents will disqualify bid. (Check all that apply)

| <i>Document Type</i> | <i>Attachment Number</i> | <i>Required</i> |
|-------------------------------------------------|--------------------------|-----------------|
| Project Material and Labor Cost Sheet | Attachment: 1 | x |
| Arch Drawings-A1 Floor Plan 1 of 6 | Attachment : 2 | x |
| Arch Drawings-A2 Floor Plan 2 of 6 | Attachment: 3 | x |
| Arch Drawings-A3 Floor Plan 3 of 6 | Attachment: 4 | x |
| Arch Drawings-A4 Floor Plan 4 of 6 | Attachment: 5 | x |
| Arch Drawings-A5 Floor Plan 5 of 6 | Attachment: 6 | x |
| Arch Drawings-A6 Floor Plan 6 of 6 | Attachment: 7 | x |
| Structural Calculations | Attachment: 8 | x |
| Structural Drawings-S1 window plan 1 of 1 | Attachment 9 | x |
| Bid Bond documents | Attachment: 10 | x |
| Proof of Construction Contractors Board License | Upon Request | |
| Non-Collusion Affidavit | | x |
| W-9 | | x |

4. All bid prices submitted in response to this IFB must remain firm for forty-five (45) days following the bid opening
5. Interested parties shall submit a Firm Fixed Price (FFP) on "Attachment 1" for both materials cost and labor costs per item. All bids must remain firm throughout the contract term.

6. The Modular building renovation/remodel project. must meet the applicable Federal, State, and local building code requirements.
7. All bid prices must include a one (1) year warranty for all materials, construction, and on site labor. Contractor must respond within 72 hours of notification, excluding weekends or holidays.
8. Any warranty documents shall be proved to the KTHFS upon completion of work.

For questions or to obtain the specifications, drawings, and any pertinent attachments for the above referenced material, product, or service contact Precision Structural Engineering at 250-A Main Street, Klamath Falls, OR 97601 or by telephone at (541)850-6300; or email, mt1@structure1.com.

C. QUALITY REQUIREMENTS:

KTHFS will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the KTHFS will consider such matters as the bidder's:

1. Integrity
2. Compliance with public policy
3. Record of past performance
4. Financial and technical resources
5. Bidder must comply with all Bid Submission Requirements of this IFB
6. Bidder must have 5 years of experience in general construction; or must have completed at least three (3) projects of similar size and scope
7. Bidder must provide proof they are bonded from a Guarantee or Surety Company acceptable to the U.S. Government and authorized to do business in the State of Oregon
8. Bidder must provide proof of insurance
9. Bidder must provide Federal Employer ID # or Social Security # and State Registry #
10. Bidder must provide Contractors Board Certificate of License (copy)
11. Three (3) references for completed contracts of similar or larger size and scope

D. Additional Required Documents:

1. Indian Preference Qualification Application. Each Contractor seeking to qualify for Indian Preference shall submit proof of Indian ownership.

E. EVALUATION FACTORS AND SCORING:

1. Selection Procedures: KTHFS utilizes the formal Invitation for Bid (IFB) to award the contract to responsive and responsible bidder who meets the quality requirements and offers the lowest Firm Fixed Price (FFP). All timely responses to this IFB will be considered. KTHFS reserves the right to reject any and all bids based on documented reasons including determining any or all bids to be non-responsive.

KTHFS and its authorized representatives will review all bids received and may contact bidders or their representatives to request further information, in writing, verbally, or by demonstration. KTHFS may accept any given bid as submitted or may negotiate with the

bidder or representative to establish terms most advantageous to the KTHFS. The decision of KTHFS shall be final and not subject to appeal.

KTHFS will award the contract to the lowest responsive and responsible bidder. KTHFS may enter into a contract with bidder and/or use the purchase order system in accordance with the KTHFS Procurement Policies.

The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the KTHFS and the apparent lowest responsive and responsible bidder

2. Anticipated Solicitation Schedule

| <i>Date</i> | <i>Schedule of Information</i> |
|--------------------------|------------------------------------------------------------------------|
| October 2, 2016 | Bid send for solicitation |
| October 18 , 2016 2 p.m. | Mandatory Pre-Bid Conference to answer questions regarding the Project |
| October 27 , 2016 | Receipt of Questions of Inquiry, change or protest by 2:00 p.m. |
| November 04 , 2016 | Deadline for Last Addendum |
| November 15 , 2016 | Bid closes at 2 p.m. |
| November 15 , 2016 | Bid opening at 2:30 p.m. |
| November 22 , 2016 | Notification of bid award on or before |

3. Questions:

All inquiries, whether relating to the IFB process, administration, deadline, award, the intent, or technical aspects of the services must be in writing and delivered by one of the following methods and must be received by 2:00 p.m. on November 04,2016 to:

Contact Perri McDaniel

by mail delivery: 3949 South Sixth Street, Klamath Falls, OR 97603

by physical delivery: 3949 South Sixth Street, Klamath Falls, OR 97603

by email: perri.mcdaniel@klm.portland.ihs.gov

by Fax: 541-882-1670

Written responses will be emailed to all bidders on record as having picked up the IFB.

Substantive questions and answers will be issued as official addenda to this IFB. When appropriate, revisions, substitutions or clarifications of the IFB or attached terms and conditions will be issued as official addenda to this IFB. Changes or modifications to this IFB shall be binding on the KTHFS only if in the form of written addenda which is issued by the KTHFS.

A bidder may correct, modify, or withdraw a bid by written notice received by the KTHFS prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. #" Each modification must be numbered in sequence, and must reference the original IFB and number.

4. Addenda

a. KTHFS reserves the right to make changes in the IFB document by written addenda prior to the closing time and date.

- b. A Proposer shall provide acknowledgment of receipt of all issued addenda with its proposal by providing the signed addenda form with the submitted Proposer Certification form (see Enclosures section).
 - c. KTHFS shall notify all known interested Proposer's of addenda by E-Mail.
 - d. IT IS THE PROPOSER'S RESPONSIBILITY TO MAKE INQUIRY OF ISSUED ADDENDA.
 - e. Unless a different deadline is set forth in the Addendum, a Proposer may submit a Written request for change or protest to the Addendum, as provided in OAR 137-049-0260, by the close of KTHFS's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-049-0260, whichever date is later.
 - f. KTHFS shall consider only a Proposer's request for change or protest to the Addendum;
 - g. KTHFS shall not consider a request for change or protest to matters not added or modified by the Addendum, unless the Proposer submits the request for change or protest before the deadline for KTHFS's receipt of request for change or protests.
5. Request for Clarification or Change.
- a. Clarification. Prior to the deadline for submitting a written request for change or protest, a Proposer may request that KTHFS clarify any provision of the IFB document. KTHFS's clarification to a Proposer whether orally or in Writing, does not change the IFB and is not binding on KTHFS unless KTHFS amends the IFB by Addendum.
 - b. Delivery. A Proposer may request in writing a change to the Specifications or contract terms and conditions. A Proposer shall deliver the Written request for change to KTHFS by 2 p.m. on October 27, 2016 to 3949 South Sixth Street Klamath Falls, OR 97603 Attn: Perry McDaniel, Food Security Program Coordinator, or by Email at perri.mcdaniel@klm.portland.ihs.gov (Proposer is responsible for ensuring receipt by KTHFS)
 - c. Proposer's written request for change shall include a statement of the requested change(s) to the contract terms and conditions, including any Specifications, together with the reason for the requested change
 - d. A Proposer shall mark its request for change as follows:
 - (i) "Contract Provision Request for Change"; and
 - (ii) IFB 16-09
6. **Method of Scoring:** All bids received on time will be evaluated and scored as follows:
- a. By lowest responsive and responsible firm fixed price. (50 points)
 - b. All required attachments have been filled out, signed, and provided with bid. (25 Points)
 - c. Quality Requirements information has been provided with bid. (25 Points)
 - d. In the case of duplicate bids the earliest postmarked envelope will be reviewed, provided all criteria is met

100 TOTAL POINTS POSSIBLE

F. INSTRUCTIONS FOR SUBMITTING BIDS:

Return bid in a sealed envelope clearly marked according to the following instructions below. One original and four copies (4) must be submitted. Alternate bids will not be accepted.

Sealed Bids can be submitted in person, through US Postal Service, or by ground delivery to:
*No bids accepted by email or fax:

Klamath Tribal Health & Family Services
3949 South Sixth Street
Klamath falls, OR 97603

On outside of sealed envelope write:

IFB 16-09 Modular building renovation/remodel

All bid packets must be delivered in a Sealed Envelope to include the Fee Bid Form, Indian Preference Qualification Application. All bid packets must be received by the date and time issued. If mailing a bid packet, please ensure bid will arrive on time.

Read all bid documents thoroughly and carefully. If a company has a question, it is advised that a representative attend the Pre-Bid Conference. Questions regarding exhibits, scope of work, specifications, requirements and the submission of the bids may be directed to:

Perri McDaniel 541-882-1487 ext. 235, or email perri.mcdaniel@klm.portland.ihs.gov or contact Precision Structural Engineering, Inc. at (541) 850-6300 or email: mt1@structure1.com

G. CLOSING/OPENING DATE AND TIME AND METHOD OF SOLICITATION:

1. Bids will be accepted at the address listed above up to **2:00 p.m. on November 15, 2016**. All timely responses to this IFB will be considered. KTHFS reserve the right to reject any and all bids including those bids received after the closing date and time. If, at the time of the scheduled bid closing date, KTHFS is closed due to uncontrolled events or administration closures, bids will be accepted until 2:00 p.m. on the next normal business day.
2. Bids will be opened at **2:30 p.m. on November 15, 2016**, at 3949 South Sixth Street, Klamath falls, OR 97603. If, at the time of the scheduled bid opening date, KTHFS is closed due to uncontrolled events or Administration closures, bids will be opened at 2:30 p.m. on the next normal business day.
3. No public opening will occur. The number of proposals received, the identity of Proposers, or the contents of any proposal will not be disclosed to the public until all responses have been evaluated, interviews conducted, negotiations completed, if required, and a recommendation for Award has been published.
4. This IFB has been published by:

| | |
|---|----------------------------------------------------------------------|
| X | Publication in a Newspaper of general circulation |
| X | Direct solicitation of bids from an adequate number of known sources |

Drawings and Specifications, including IFB Documents may be examined at the following locations:

- Klamath Builders Exchange; 724 Main; Suite 214; Klamath Falls, OR 97601; (541) 882-9480;
- Medford Builders Exchange; 305 N. Bartlett; Medford, OR 97501; (541) 773-5327.

H. PROJECT TEAM

The design team has been selected to develop the design documents for this project. Members of the design team are:

Owner's Representative:

Perri McDaniel
Food Security Program Coordinator
Klamath Tribal Health & Family Services
3949 South Sixth Street
Klamath Falls, OR 97603
541-882-1487 ext. 235
Fax: 541-882-1670
perri.mcdaniel@klm.portland.ihs.gov

Engineer:

Precision Structural Engineering, Inc
250 Main St Ste A,
Klamath Falls, OR 97601
bill@structure1.com
541-850-6300

I. PROVISIONS:

- a. KTHFS shall conduct all procurement transactions in a manner that provides full and open competition.
- b. KTHFS wishes to assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available.
- c. KTHFS shall take reasonable affirmative steps to assure that DBE's, MBE's, and WBE's are used when possible.
- d. KTHFS shall not use federal grantor funds to do business with any entity who is disbarred in accordance with the Federal Government Disbarment list.
- e. Invitation for Bids may be terminated by KTHFS' at any time for cause.
- f. Each person and firm submitting a bid is certifying that he/she has not colluded with any: other person, firm, or corporation in regard to securing the services being solicited.
- g. No employee, officer, or agent of the Klamath KTHFS may solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontractors.
- h. Negotiation: Provisions not addressed by this solicitation will be negotiated with the professional once a selection has been made.

- i. Agreement: The selected professional will enter into an enforceable agreement that fully conforms to the contracting provisions pursuant to OMB Circular A-87 and CircularA-133. Copies of these requirements are available for review at the grantee's offices.

J. INSURANCE COVERAGE REQUIREMENTS

- a. The insurance coverage indicated below is a summary of the minimum requirements acceptable to KTHFS.
- b. A current Certificate of Insurance from a company authorized to provide insurance in the State of Oregon and is rated A, VII, or better, evidencing the coverage and naming Klamath Tribal Health & Family Services as an additional insured must be on file in our office prior to the Commencement of Work.
- c. It is preferred that the certificate of insurance be on the Accord form. Other certificates of insurance will be accepted provided the required coverage is clearly evidenced. The Contractor's insurance company must provide a standard certificate of insurance form showing the required coverage and modified to conform to the following endorsement:

| <u>TYPE OF INSURANCE</u> | | <u>LIMITS OF LIABILITY</u> | |
|---------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------|--------------------|
| | | Each Occurrence | Aggregate |
| GENERAL LIABILITY – OCCURRENCE FORM | | | |
| Comprehensive Form | Bodily Injury | \$2,000,000 | \$4,000,000 |
| Premises - Operations | Property Damage | \$2,000,000 | \$4,000,000 |
| Products & Completed | | \$2,000,000 | \$4,000,000 |
| Contractual Liability | | \$2,000,000 | \$4,000,000 |
| Contractors Pollution Liability | | \$2,000,000 | \$4,000,000 |
| AUTOMOBILE LIABILITY | | | |
| Comprehensive Form | Bodily Injury (Each Person) | \$2,000,000 | |
| Owned | Bodily Injury (Each Accident) | \$2,000,000 | |
| Hired | Property Damage OR | \$2,000,000 | |
| Non-Owned | Bodily Injury & Property Damage Combined Single Limit | \$2,000,000 | |
| EXCESS LIABILITY (Over and above automobile and general liability) | | | |
| Umbrella Form | Bodily Injury/Property Damage Combined | \$5,000,000 | |
| WORKER'S COMPENSATION | | Per Oregon Revised Statues | |
| EMPLOYER LIABILITY | | \$500,000 | |

PART 1 - GENERAL 1.

1 SUMMARY

The Owner is: Klamath Tribal Health & Family Services (KFTHFS)

Section Includes:

1. Project description.
2. Access to the site.

1 PROJECT DESCRIPTION

A. Project Overview: A renovation of the former dental clinic modular building, to a community learning kitchen/classroom, food storage and distribution center. The renovation will create (2) new working kitchen areas, a remodel of the existing kitchen area, new flooring throughout the modular structure and the addition of a solar power system

B. Scope of Work:

1. All work is to be performed in strict accordance to the Scope of Work as delineated on the plans and Project Material and Labor Cost Sheets.
2. Unless otherwise specified, the Contract Documents are intended to include everything obviously requisite and necessary as well as customary to completion of the work. Accordingly, work shall be performed under the sections of the specifications to carry out the intent of the Contract documents whether or not such items are specifically mentioned herein.
3. The Scope of Work includes but is not limited to: all labor, supervision, materials, equipment, appliances, transport, and the ways and means necessary to complete the Work shown on the Contract Documents.
4. Simultaneous and in conjunction with the Work under this Contract, the Owner may have separate ongoing contracts for other construction or the equipping of the facilities, including work which may occur in the area described by these documents. Contractor shall cooperate with and schedule his/her activities with all affected Contractors.
5. In order to perform the Work, Contractor is responsible for all demolition and modifications to the existing conditions necessary for the proper installation of the new Work.
6. In addition to all stated requirements, Contractor understands and agrees that Contractor shall cooperate, participate, and comply with all administrative procedures established by the Owner for this Project. Administrative procedures may include specific programs for Contractor IFB Project Start-up, Preconstruction Risk Assessment (PCRA), Infection Control (ICRA), Interim Life Safety Measures (ILSM), Hazardous Materials Import Notification, Open Ceiling

Tile Policy, Fire Stop / Above Ceiling Work Policy, Daily Reports, Safety Security & Badging, Fire Drill Evaluations, Utility Shutdowns, Hot Work Permits, Notice to Comply, Quality Control, Project Close-Out, Worker Health Screenings, Worker Training and Orientation, Vendor mate, Supplier Diversity reporting, and other processes deemed necessary by the Owner for the successful completion of this Project.

7. Contractor shall conduct field investigations as required to understand and reflect existing conditions at the jobsite.
8. Contractor is required to meet weekly for one (1) hour with the KTHFS representative to provide update regarding status of project progress. Contractor shall conduct and document weekly progress meetings, including maintain a critical issues log.
9. Contractor shall provide contact information, and direct tele-communications between onsite Superintendent and KTHFS representative.
10. At the end of the project, Contractor shall provide KTHFS representative with all maintenance manuals for all equipment. Contractor shall provide (3) complete sets of all close-out documents.
11. Contractor shall comply with all requirements for Contractor Work Requirements
12. Guarantees and Warranties for all Work shall be for a 1-year period commencing upon issuance of the Certificate of Completion by the Owner unless specified otherwise in the individual technical sections of the specifications.
13. Contractor shall provide all permits and schedule inspections shall include costs in the proposal for the General Building Permit, Contractor shall obtain the pay for the permit – the actual cost will be added to the Contract via a Change Order.
14. Contractor shall adhere to all OSHA regulations.
15. Contractor shall comply with all local jurisdictions, codes, regulations, and ordinances.
16. Contractors on site Project Manager or Superintendent shall:
 - A. Supply products to the project site, including delivering ready for unloading and replacing damaged and rejected products.
 - B. Install: To put products in place in the work ready for the intended use, including unloading, unpacking, handling, storing, assembling, installing, erecting, placing, applying, anchoring, working, finishing, curing, protecting, cleaning, and similar operations.
 - C. Provide: To furnish and install products.

D. Indicated: Shown, noted, scheduled, specified, or drawn, somewhere in the contract documents.

2. ACCESS TO THE SITE AND USE OF THE PREMISES

A. The space available to the Contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is limited to the project site.

B. Access to site will be limited, obtain KTHFS's approval of proposed routes of access, and plan for "just in time deliveries".

C. Onsite parking is available

D. The Owner will continue to occupy portions of the existing building adjacent to the areas where construction is to occur.

1. Conduct the work so as to cause the least interference with Owner's operations.

E. Storage areas on site will be limited to just in time deliveries only, make other arrangements for long term storage.

F. Signs: Provide signs (approved by KTHFS) adequate to direct visitors

END OF SECTION

SECTION 01027 APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The CONTRACTOR shall submit Applications for Payment to the ENGINEER.

B. The CONTRACTOR shall prepare a Schedule of Values for the Work. The CONTRACTOR shall correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

1. CONTRACTOR's Construction Schedule.
2. Application for Payment forms.
3. List of Subcontractors.
4. List of products.
5. List of principal suppliers and fabricators.
6. Schedule of submittals.

C. The CONTRACTOR shall submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.

1.02 RELATED WORK

A. Bid Form.

B. Section 01310, Work Plan.

1.03 FORMAT AND CONTENT

A. The CONTRACTOR shall use the Specifications as a guide to establish the format for the Schedule of Values.

1. Include the following Project identification in the Schedule of Values:
 - a. Project name and location.
 - b. Name of ENGINEER.
 - c. Project number.
 - d. CONTRACTOR's name and address.
 - e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section.

- b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - h. Percentage of Total Contract Price to nearest one-hundredth percent, adjusted to total 100 percent. Provide a breakdown of the Total Contract Price in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Total Contract Price.
4. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
 5. Provide separate line items for initial cost of the materials, for each subsequent stage of completion and for total installed value.
 6. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Total Contract Price.

1.04 APPLICATION FOR PAYMENT

- A. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
- B. Payment-Application Times: Provides that, within ten days after receipt of the application for payment the recommended amount will become due and payable or Owner will return the Application indicating in writing any reasons for refusing to accept the application.
- C. Payment-Application Forms: Use AIA document G702 as the form for Applications for Payment or other approved by ENGINEER in advance.
- D. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
- E. Entries shall match data on the Schedule of Values and the CONTRACTOR's Construction Schedule. Use updated schedules if revisions were made.
- F. Include amounts of Change Orders and Work Authorizations issued prior to the last day of the construction period covered by the application.

1.05 TRANSMITTAL

A. Submit three executed original copies of each Application for Payment to the ENGINEER. Each copy shall be complete, including waivers of lien and similar attachments.

1.06 WAIVERS OF MECHANICS LIEN

A. With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Submit each Application for Payment with CONTRACTOR's waiver of lien for the period.
 - a. Submit final Applications for Payment with final waivers from every entity involved with performance of the Work covered by the applicant who may file a lien.
4. Waiver Forms: Submit waivers of lien on forms and executed in a manner, acceptable to the OWNER.

1.07 INITIAL APPLICATION FOR PAYMENT

A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. CONTRACTOR's Construction Schedule (preliminary if not final).
5. Shop Drawing Submittal Schedule (preliminary if not final).
6. Copies of permits required to perform work.
7. Copies of licenses from governing authorities.
8. Certificates of insurance and insurance policies.
9. Performance and Payment bonds.

1.08 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

A. Following agreement that Substantial Completion has been reached, submit an Application for Payment. Administrative actions and submittals that shall precede or coincide with this application include the following:

1. Warranties and maintenance agreements.
2. Test/adjust/balance records.
3. Maintenance instructions.
4. Meter readings.
5. Final cleaning.
6. Application for reduction of retainage and consent of surety.

1.09 FINAL PAYMENT APPLICATION

A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Transmittal of Project construction records to the OWNER.
4. Proof that taxes, fees and similar obligations were paid.
5. Removal of temporary facilities and services.

END SECTION

SECTION 01310 WORK PLAN

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The CONTRACTOR shall submit a Work Plan demonstrating fulfillment of all Contract requirements. The Work Plan shall be kept up to date in accordance with the requirements of this Section. The Work Plan shall be utilized for planning, scheduling, coordinating, and monitoring Work under this Contract, including but not limited to all activities of subcontractors, equipment vendors, suppliers, and approvals of the OWNER and of other agencies.

B. This Specification also requires the CONTRACTOR to associate the Schedule of Values with the Work Plan; that the CONTRACTOR use the Work Plan to assist the OWNER in evaluating progress of the Work and in making payments for Work performed; and data showing how the Work is/was being performed as to sequencing, timing, and rate of progress.

1.02 GENERAL PROVISIONS FOR DEVELOPMENT OF A WORK PLAN

A. The CONTRACTOR shall prepare a detailed Work Plan consisting of a Schedule and Schedule of Values (SOV). In addition, the work plan shall include a detailed narrative, sketches, product data and other information describing details of the CONTRACTOR's means and methods to complete the work.

B. All costs incurred by the CONTRACTOR to correctly develop, implement, coordinate, and administer the Work Plan shall be borne by the CONTRACTOR and shall be included in his bid and become part of his Contract. The CONTRACTOR shall be responsible for all his subcontractors and suppliers in the implementation of the Work Plan.

C. The CONTRACTOR shall provide within one week after Notice to Proceed the Work Plan. This representative of the CONTRACTOR shall have direct project control and complete authority to act on behalf of the CONTRACTOR in fulfilling the commitments shown in the Work Plan.

D. The OWNER or OWNER'S representative will be the final judge as to the acceptability of the Work Plan and is empowered under the terms of the Contract to call upon the CONTRACTOR to reschedule his Work and remedy the functioning of the systems whenever deficiencies of whatever nature occur during the course of the Work. Refusal by the CONTRACTOR to maintain the progress of his work consistent with the Schedule included in the Work Plan shall be interpreted as an obvious delay of the Contract by the CONTRACTOR. Adherence to the established Schedule shall be obligatory upon the CONTRACTOR and his subcontractors for the Work under this Contract.

E. Review of the CONTRACTOR's Schedules will be only for conformance with the Contract Times, and those sequences of Work indicated in or required by the Contract Documents. The review, comments, and exceptions taken, if any, shall not, extend to, nor will constitute directions nor approval of, the means, methods, techniques, sequences, or procedures of construction or safety precautions, the corrections of which shall be the sole responsibility of the CONTRACTOR. F. Approval of the CONTRACTOR's Work Plan shall not relieve the CONTRACTOR of any responsibilities otherwise designated under the Contract. Approval of a Schedule with undisclosed variations or errors such as omitted Work or erroneous sequences will not relieve the CONTRACTOR from completing the omitted or impacted Work within the Contract Time(s) at no change in the Contract Price.

1.03 SCHEDULE

A. A Schedule representing all Work under this Contract and all interfaces required with each other contracts shall be prepared and submitted by the CONTRACTOR. This schedule shall show in sufficient detail the priority, sequencing and interdependence of activities and the sequence in which the Work is to be accomplished as planned by the CONTRACTOR. When completed, the Schedule shall represent the CONTRACTOR's own plan for the Project, consistent with Contract requirements.

B. It shall be the CONTRACTOR's responsibility to ensure that all of his Work is described by the Schedule and that the schedules do correctly represent the sequence, means, methods, techniques, and procedures for completing his Work. In preparing the Schedule, the CONTRACTOR shall:

1. Verify site conditions that may in any manner affect cost, progress, scheduling, performance, and furnishing of the Work.
2. Work with all major Subcontractors and Suppliers to obtain information on activities, sequencing, and activity durations for incorporation into the Schedule.

C. The Schedule shall show sufficient detail for Work activities to clearly identify, separately and individually, those factors that may in any manner affect the cost, schedule, progress, performance, and furnishing of the Work. At a minimum, the activity breakdown shall delineate the following:

1. Work associated with the CONTRACTOR's installation, erection, and other field construction activities for the Contract.
2. Items pertaining to the approvals of regulatory agencies for permits and approvals.
3. The time required for the review and approval of shop drawings and schedules.
4. All special Work sequences, schedule milestones, intermediate Contract Times, named allowances set forth in the Contract Documents.

D. Activity durations shall be in calendar days and represent the CONTRACTOR's single best estimate based on the Work included and the resources planned for that activity.

E. Supporting data shall be submitted in the form of a narrative and shall include:

1. The status of the Schedule in terms of number of calendar days ahead or behind the Contract Time(s).
2. The progress status (i.e., progress achieved versus that forecasted) for:
 - a. Activities designating accomplishment of Substantial Completion milestones.
 - b. Critical and other significant activities.
 - c. Work related to achieving milestones set forth the Work Sequencing indicated in or required by the Contract Documents.
3. The assumptions made in incorporating Work related to pending or authorized Change Orders.
4. Actual or potential delays, including causes, the steps taken or anticipated to mitigate their impact and the anticipated effect on the Schedule as a whole.
5. Any significant changes in Schedule sequences, and their basis thereof.
6. OWNER activities that becomes due over the next month for CONTRACTOR to maintain the Schedule.
7. CONTRACTOR's responses to comments raised in the review of the previous Schedule submittal.
8. Actions taken to address schedule non-compliance.

F. Any float in the CONTRACTOR's approved schedule belongs to the project, not the CONTRACTOR. The CONTRACTOR shall not be entitled to additional compensation due to loss of float caused by weather; wet conditions, lack of surface or groundwater controls, high or ponded water in work areas, coordination or for any other reason.

1.04 SCHEDULE OF VALUES (SOV)

A. The Schedule of Values shall be a tabulation of each activity of the Schedule listed and the associated cost of each activity. The cumulative cost of all activities shall equal the total Contract price.

B. The cost of the unit price items shall be broken down sufficiently to allow for a determination of progress and shall be equal to the sum of costs of the activity related to that item. The Schedule of Values, once approved, shall become the basis for progress payments under this Contract and cannot thereafter be changed without the written approval.

C. Identify Schedule of Values with:

1. Title of Project and location.
2. Project number.
3. Name and Address of CONTRACTOR.
4. Contract designation.
5. Date of submission.

D. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.

E. Identify each line item with the number and title of the respective major section of the specifications.

F. For each major line item list sub values of major products or operations under the item.

G. For the various portions of the Work:

1. Each item shall include a directly proportional amount of the CONTRACTOR's overhead and profit.
2. For items on which progress payments will be requested for stored materials, break down the value into the cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request.

1.05 COMPLETE WORK PLAN

A. Within one (1) week after the Notice to Proceed, the CONTRACTOR shall deliver for review and acceptance, five (5) copies of the complete Schedule.

1.06 PROGRESS REPORTING

A. Monthly the CONTRACTOR will submit a "Marked-Up" Schedule, a "Marked-Up" Schedule of Values, and a Supporting Schedule Narrative, showing the anticipated status of each activity as of the schedule payment cut-off date. The "Marked-Up" Schedule shall be the latest version of the Schedule on which "Updates" and, where applicable, "Revisions" are displayed.

B. If the CONTRACTOR refuses, fails, or neglects to provide the required Schedules or related data pricing and Shop Drawings, and schedule recovery data:

1. The CONTRACTOR will be deemed not to have provided sufficient information upon which progress can be evaluated, and refusal to recommend the whole or part of any outstanding payment if it would be incorrect to make such representations. to the OWNER.

2. The OWNER may perform, or may hire a specialist to perform, the Schedule, analysis and those parts deemed to be lacking, inadequate, or insufficient. The cost for this extra work by the OWNER will be charged against any future progress payment due to the CONTRACTOR.

C. At the progress meeting a review of the current status of the Work and the progress during the monitoring period will be made utilizing the "Marked-Up" Schedule.

D. In the event of a dispute regarding the percentage of Work completed cannot resolve at the meeting, the OWNER's representative will use his sole judgment in representing the quantity and fair value of the Work completed for those activities in dispute.

E. Utilizing the information on the "Marked-Up" Schedule, the CONTRACTOR shall change the original or previous version of the Schedule. Changes to the Schedule shall be identified as Updates or Revisions numbered sequentially.

1.07 SCHEDULE COMPLIANCE

A. Whenever it appears from the current monthly Schedule that delays have resulted so that the Date of Substantial Completion will not be achieved or whenever directed, the CONTRACTOR shall submit a written statement. This statement shall describe the actions, activities, and steps he intends to take to remove, prevent, or arrest any delay in the approved schedule and, at no cost to the OWNER, the CONTRACTOR shall take one or more of the following actions:

1. Increase construction labor and manpower in such quantities and crafts that will substantially eliminate the delay to the Work. Increase the number of working hours per shift; shifts per work day per week; the amount or type of construction equipment; or any appropriate combination of working hours, shift, or equipment that shall substantially eliminate the delay to the Work.

2. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities including, but not limited to, such actions as overlapping of dependent activities, sequencing changes to accommodate increased activity concurrency, assignment of additional labor or equipment, shift or overtime Work, expediting of submittals or deliveries, or any combination of the foregoing, and comply with the revised schedule.

B. If the CONTRACTOR refuses, fails, or neglects to submit written statement, pursuant to Paragraph A, above, the OWNER'S representative may direct the level of effort in labor and manpower, equipment, and Work schedule including, but not limited to, overtime, weekend, and holiday Work to be utilized or employed by the CONTRACTOR to remove, prevent, or arrest the delay to the critical path in the approved schedule. After notification the CONTRACTOR shall

promptly provide such level of effort in labor and manpower, equipment, and Work schedule at no additional cost or expense to the OWNER.

1.08 REVIEW OF SCHEDULES

A. Review of schedule submittals will be predicated on a CONTRACTOR's stamp of approval signed by the CONTRACTOR. CONTRACTOR's stamp of approval on the Schedule shall constitute a representation to the OWNER that the CONTRACTOR has either determined or verified data on the Schedule, or assumes full responsibility for doing so, and that CONTRACTOR and his subcontractors have reviewed and coordinated the sequences shown in the Schedule with the requirements of the Work under the Contract Documents.

B. The review will not be intended to be for the purpose of determining the accuracy of other matters that may be contained in the Schedules. When the review of a Schedule results in a number of comments or exceptions taken, the review does not warrant that these comments are inclusive of all variations, as it shall remain the responsibility of the CONTRACTOR to the requirements of the Contract Documents and to identify expressly any proposed variations.

C. Review of the schedules shall not relieve CONTRACTOR from responsibility for any variations from the Contract Documents unless CONTRACTOR has written by means of a specific notice, called the OWNER's attention to each variation, and written approval has been given of each such variation by a specific written notation thereof incorporated in or accompany the schedules.

D. Approval of the schedules will not relieve the CONTRACTOR from responsibility for errors and omissions in the submittals or from responsibility for having complied with the provisions above. Approval of a schedule with undisclosed variations or errors such as omitted Work or erroneous sequences will not relieve the CONTRACTOR from completing the omitted or impacted Work within the applicable Contract Time(s).

E. If the CONTRACTOR considers any comment indicated on the returned schedules to constitute an order to change the Contract Documents, he shall notify the OWNER immediately in accordance with the requirements for notices of apparent changes.

F. Review of a submittal/resubmittal will occur a maximum of two times, after which the cost of the review shall be borne by the CONTRACTOR. The cost of additional reviews will be equal to the charges to the OWNER.

G. No partial submittals will be reviewed. Submittals not complete will be returned to the CONTRACTOR for resubmittal.

1.09 ALTERNATIVES

A. Proposals from the CONTRACTOR to substitute means, methods, techniques, Work sequences, or procedure of construction indicated in or required by the Contract Documents that affect the selection of activities and sequences in the Schedule shall be submitted in accordance with the General Conditions. The CONTRACTOR agrees and understands that application for such substitution will not be considered until after the CONTRACTOR has submitted and an approved Complete Work Plan as provided by these Contract Documents.

B. Schedules anticipating achievement of Substantial Completion ahead of the corresponding Contract Time, and therefore incorporating Contract Float Time for the Work, or parts thereof, shall be considered equivalent or equal to Schedules anticipating Substantial Completion exactly on Contract Time.

C. Upon approval of a Schedule with Contract Float Time, and if the CONTRACTOR proposes that compensation for delay must be measured from the anticipated early schedules ahead of the Contract Time, the CONTRACTOR agrees and understands that said proposal will represent to the OWNER that the approved Schedule be evaluated as a substitute Schedule for the purposes of changing the Contract Time to that supported by the approved CONTRACTOR's Schedule. Evaluation of that substitution will be in accordance with the General Conditions, and the Supplementary Conditions, and will require additional supporting data explains and substantiates the basis of the anticipated early schedule.

1.10 TIME ALLOWANCE REQUIREMENTS

A. It is understood that the CONTRACTOR has included in the Total Contract Price the effect of accommodating all of these time allowances and requirements in the planning, scheduling, and execution of the Work; that the CONTRACTOR's Work plan will incorporate activities and sequences contemplated by the time allowances based on the information indicated in or required by the Contract Documents; and that the CONTRACTOR shall cause the Work or requirements covered by such time allowances to be done within the limits of the Contract Time.

END SECTION

SECTION 01400 QUALITY CONTROL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Quality assurance - control of construction
- B. Tolerances.
- C. References.
- D. CONTRACTOR'S field services and reports.

1.02 QUALITY ASSURANCE - CONTROL OF CONSTRUCTION

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Works of specified quality.
- B. Comply with specified standards as minimum quality for Works except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform by persons qualified to produce workmanship of specified quality. Use persons licensed to perform Works where required by these Specifications or Laws and Regulations.
- D. Secure products and Works in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- E. Materials furnished and finished or intermediate stages of Works shall be sampled, tested, and inspected as specified individual Sections of these Specifications and as required by reference standards.
- F. Performance of tests or observations is sole benefit of OWNER and is not intended to replace CONTRACTOR's quality control program. CONTRACTOR is solely responsible for establishing and implementing quality control program to ensure that Works are in accordance with Contract Documents.
- G. It is CONTRACTOR's responsibility to notify OWNER when CONTRACTOR believes Works (or intermediate stages or parts of Works) are of specified quality and to permit OWNER to perform independent tests or analyses.
- H. Testing by OWNER or failure to detect defective work shall not prevent rejection when defect is discovered, nor shall it obligate OWNER for final acceptance.

1.03 TOLERANCES

- A. Monitor tolerance control of installed products to produce acceptable Works. Do not permit tolerances to accumulate.
- B. Adjust products to appropriate dimensions; position before securing products in place.

1.04 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of specified standard, except when more rigid requirements are specified or required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Notice of Award, except where specific date established by code or by individual specification Section.
- C. Contractual relationship, duties, and responsibilities of parties in Contract shall not be altered from Contract Documents by mention or inference otherwise in any reference document.
- D. Publications referred to in these Specifications form part of Specifications to extent specified in individual specification Sections.
- E. All appliances shall comply with the Plans standards.

1.05 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specifications/plans, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, test, adjust, and calibration of equipment, and to initiate instructions when necessary.
- B. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- C. Submit report in duplicate within 30 days of observation for information.

END SECTION

SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish, install and maintain temporary facilities required for construction; remove upon completion of the Work unless otherwise specified.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with National Electric Code, OSHA, MIOSHA, and Klamath County codes.

1.03 TEMPORARY POWER

A. The CONTRACTOR shall make his own arrangements to provide power distribution as required throughout the Project. Termination of power distribution for each voltage shall be in convenient locations. The CONTRACTOR shall provide at each termination, circuit breakers, disconnect switches, and other electrical devices as required to protect the power supply system.

B. All temporary equipment and wiring for power shall be in accordance with the applicable provisions of governing codes, and shall be subject to inspection and approval of the local Department of Buildings and Safety Engineering. Temporary wiring shall be maintained in a safe condition and shall be utilized so as not to create a hazard to persons or property.

C. When permanent electrical power and lighting systems are in operating condition, they may be used for temporary power and lighting for construction purposes provided that the CONTRACTOR:

1. Obtains the approval of the OWNER.
2. Assumes full responsibility for power and lighting systems.
3. Installs necessary meters and pays all costs for operation and restoration of the systems and for all electrical power consumed.

1.04 TEMPORARY LIGHTING

A. The CONTRACTOR shall install and maintain a temporary lighting system as required to satisfy minimum requirements of safety and security.

B. The CONTRACTOR shall make all necessary applications, obtain and pay for required permits for the temporary service and pay all fees and charges for the electrical energy used.

C. The CONTRACTOR shall furnish all wiring, switches, fuses, receptacles, lamps and other temporary electric and light equipment, as may be required for his Work. Temporary power and light

circuits shall be thoroughly insulated and waterproof. No voltage higher than 120 volts shall be used on any lighting circuitry, unless specifically approved by the OWNER. All 15 and 20 ampere receptacle outlets on single-phase circuits shall have approved ground fault circuit protection. All switches shall be of the enclosed safety type. The temporary lighting system shall be subject to inspection and approval of the local Department of Building and Safety Engineering.

1.05 TEMPORARY SANITARY REQUIREMENTS

A. Committing a nuisance on the Site is prohibited and any employee who violates such provisions shall be promptly removed from the Work and shall not again be employed on the Work without the written consent of the OWNER. At the start of the Work, suitable and adequate toilet facilities shall be provided for all employees, subject to the approval of the OWNER as to the type, size, and location.

All temporary sanitary facilities cost is the responsibility of the CONTRACTOR. 1.06 TEMPORARY

FIRST-AID A. A completely equipped first-aid kit shall be provided and maintained in a clean and orderly condition at the Site of each location where Work is progressing. The first-aid kit shall be readily accessible at all-time where people are employed on the Work. The required number of employees who have been properly instructed shall be designated in charge of first-aid Work. The CONTRACTOR shall designate a responsible person on site who shall be in charge of administering first aid when needed.

B. Telephone numbers for summoning aid from the Police Department, the Fire Department, physicians, ambulances, inhalator, and rescue squads from outside sources shall be conspicuously posted at each Site of the Work.

C. Provide portable UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide portable UL-rated Class ABC dry chemical extinguishers or a combination of NFPA recommended Classes for the exposure. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

1.07 TEMPORARY CONSTRUCTION

A. If during construction, existing structures and materials are damaged or destroyed, the CONTRACTOR shall restore them. The CONTRACTOR shall bear all expense and supply whatever labor and material necessary to restore these, existing structures and materials, at no change in Contract sum.

- B. Complete or partial bulkheads or temporary dams may be built as an aid to the construction operations when approved as to location, type, and size. Such bulkheads or dams shall be removed prior to the completion of the Work.
- C. The CONTRACTOR shall, where necessary, construct and maintain temporary access roads and drives to all construction facilities with approval by the OWNER. The areas to be restored shall be compatible with the adjacent undisturbed areas.
- D. The CONTRACTOR shall complete all restoration Work as soon as possible so as to cause a minimum of interference with the normal usage of the land by OWNER for the control of soil erosion and siltation.
- E. All temporary construction facilities shall be neatly constructed and arranged on the Site in an orderly manner. The general arrangement of such facilities shall be subject to approval by the OWNER. The CONTRACTOR shall prepare and submit to the OWNER, for approval prior to starting Work, a construction plan layout, showing arrangement of storage areas, temporary buildings, construction equipment, and storage and Work areas. Suitable, weather-tight storage sheds with raised floors shall be provided of capacity required as specified to contain all materials that might be damaged by storage in the open.
- F. Construction equipment and other facilities such as ladders and ramps shall be strong, substantial, safe and suitable for the purpose intended and shall meet all the applicable requirements of the State of Oregon and the authorities having jurisdiction in the area of the Work.
- G. When temporary building, construction equipment, and other facilities are no longer needed for the Work, they shall be promptly dismantled and removed from the Site.

1.08 EXISTING UTILITIES

- A. Some underground utilities and underground structures such as pipe lines, electric conduit, and sewers are not shown on the Drawings. Contractor will be responsible for correctness and the completeness of the information it is not guaranteed by the OWNER.
- B. All underground structures whenever or whatever nature encountered, shall be preserved and restored by the CONTRACTOR unless otherwise shown on the Drawings and all Work necessary therefore shall be included in the Work under the Contract.
- C. Whenever, in judgment of the OWNER, such facility need not be removed or relocated, but may be maintained or protected by normal methods without unduly interfering with the proper execution of the Work, such maintenance or protections shall be performed by the CONTRACTOR. In lieu thereof, the

CONTRACTOR may arrange with the utility concerned to maintain or protect its facility and he shall bear all expense in connection therewith.

D. All damages, cracks, settlements, movements, or service disruptions to underground facilities or surface features created or caused by the construction operations shall be corrected without loss of useful life of the facility by adequate repair and/or replacement at no additional cost to the OWNER.

E. The CONTRACTOR will not be entitled to extension of time for completion on account of delaying any required movement of utility facilities if he was late in providing the original notification.

F. The cost of moving, altering, relocating or maintaining public and private utilities shall be included in the Contract sum. The CONTRACTOR shall make all arrangements involving utilities with the respective owner

G. No payment will be made where utilities shown in the approximate location have to be removed and replaced or supported within the excavation made for the Work under the Contract.

H. Whenever pipelines and structures under construction cross existing sewers, utility pipes, or conduit, special precautions shall be taken and protective measures used to avoid damage to the existing facilities. Under no circumstances shall the CONTRACTOR manipulate utility switches, valves, pipes, conduit and the like.

I. While working near a water main that is considered a hazard, the CONTRACTOR should request the owner to cut off the pressure in such main. Wherever it is possible to do so, the OWNER will cooperate by taking such mains out of service while the construction Work is progressing. Under no circumstances shall the CONTRACTOR operate water main valves.

1.09 FENCING

A. The CONTRACTOR shall be responsible for securing the materials and equipment.

B. Temporary fencing (including gates) shall be installed as required to secure the staging/storage areas. All temporary fencing shall be removed upon completion.

END SECTION

SECTION 01600 DELIVERY, STORAGE AND HANDLING

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The general requirements for the delivery handling, storage and protection for all items required in the construction of the Work, as specified herein. Specific requirements, if any, are specified with the related item.

1.02 GENERAL TRANSPORTATION, DELIVERY, STORAGE AND PROTECTION

A. Transport and handle items in accordance with manufacturer's instructions.

B. Schedule delivery to reduce long term on-site storage prior to installation. Under no circumstances shall equipment be delivered to the site more than one week prior to installation without written authorization from the ENGINEER.

C. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.

D. Deliver products to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.

E. All items delivered to the site shall be unloaded and placed in a manner which will not hamper the CONTRACTOR's normal construction operation or those of subcontractors and other contractors and will not interfere with the flow of necessary traffic.

F. Provide necessary equipment and personnel to unload all items delivered to the site.

G. Promptly inspect shipment to assure that products comply with requirements, quantities are correct and items are undamaged. For items furnished by others (i.e. OWNER or other contractors), perform inspection in the presence of the ENGINEER. Notify ENGINEER immediately both verbally and in writing, of any problems.

H. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Storage instructions shall be studied by the CONTRACTOR and reviewed by the ENGINEER. Instructions shall be carefully followed and a written record kept by the CONTRACTOR. Arrange storage to permit access for inspection.

END SECTION

SECTION 01700 CONTRACT CLOSEOUT
PART 1 GENERAL

1.01 SCOPE OF WORK

A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

1. Closeout procedures.
2. Final cleaning.
3. Project as-built documents.
4. Spare parts and maintenance materials.

1.02 AS-BUILT DOCUMENTS

A. Maintain on site, one set of the following documents; actual revisions to the Work shall be recorded in these documents:

1. Contract Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other Modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.

B. Store As-Built Documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and Modifications.

E. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Field changes of dimension and detail.
2. Details not on original Contract Drawings.

F. Submit documents with Application for Final Payment.

1.03 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and that work is complete in accordance with Contract Documents and ready for inspection.
- B. Provide submittals that are required by governing or other authorities.
- C. Submit Application for Final Payment identifying total adjusted Contract Price, previous payments and sum remaining due.

1.04 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - 1. Remove labels that are not permanent labels.
 - 2. Clean the site, including all rubbish, litter and other foreign substances.

1.05 CLOSEOUT SUBMITTALS

- A. Evidence of Compliance with Requirements of Governing Authorities:
- B. Operation and Maintenance Data: (if required)
- C. Warranties and Bonds
- D. Spare Parts and Maintenance Materials
- E. Evidence of Payment and Release of Liens
- F. Consent of Surety to Final Payment.
- G. Certificates of Insurance for Products and Completed Operations

1.06 STATEMENT OF ADJUSTMENT OF ACCOUNTS

- A. Submit final statement reflecting adjustments to Contract Sum indicating:
 - 1. Original Contract Sum.
 - 2. Previous Change Orders.
 - 3. Changes under allowances.
 - 4. Changes under unit prices.
 - 5. Deductions for uncorrected work.
 - 6. Penalties and bonuses.
 - 7. Deductions for liquidated damages.
 - 8. Deduction for re-inspection fees.

9. Other adjustments to Contract Sum.

10. Total Contract Sum as adjusted.

11. Previous payments.

12. Sum remaining due.

B. Owner's Representative will issue a final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Orders.

1.07 APPLICATION FOR FINAL PAYMENT

Submit application for final payment.

END SECTION

(Contractor/Proposer Name) _____

The Proposer, by and through the undersigned, its authorized representative, acknowledges, represents, attests, warrants and certifies:

Has read and understands, and agrees to be bound by and comply with all IFB instructions, terms and conditions, together with all Addenda, if any, issued.

Has read and understands, and agrees to be bound by and comply with the terms of all Contract Documents identified, included, or incorporated by reference into the IFB.

Has, or will have, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract documents within the time specified.

The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.

Neither the Proposer, nor anyone representing the Proposer, offered or gave any advantage, gratuity, bonus, discount, bribe or loan of any sort to KTHFS or its agents, employees, or anyone representing KTHFS, or engaged in any other type of anti-competitive conduct at any time in conjunction with this IFB.

Has or will not, discriminated against minority, women, or emerging small business (MWESB) enterprises in obtaining any required subcontracts.

Sovereign Immunity: Nothing in this Agreement shall be deemed or interpreted to be a waiver of the sovereign immunity of the Klamath Tribes, Klamath Tribal Health & Family Services, or their officers or employees. The Klamath Tribes and Klamath Tribal Health & Family Services expressly retain all attributes of sovereign immunity.

If awarded the Contract, Proposer shall utilize in performance of the Contract all resources indicated in its Proposal, including Key Personnel, to the extent within Proposer's control and Proposer's best efforts.

Has the power and authority to enter into and perform the Contract to be awarded, and the Contract, when executed and delivered, shall be a valid and binding obligation enforceable according to its terms.

Proposer acknowledges that KTHFS has the right to modify the Contract prior to execution to:

- (a) correct typographical errors
- (b) reconcile inconsistencies within and among the Contract Documents
- (c) conform terminology used throughout the Contract Documents
- (d) include omitted terms clearly contemplated by the language in the Contract Documents
- (e) add terms required under Federal, State or Local Law
- (f) incorporate those portions of the Project Proposal and Price, modified, if so, by such negotiations as may be authorized under applicable statutes and rules.

To execute the formal Contract within a reasonable time; and in the case the undersigned fails or neglects to appear within a reasonable time to execute the Contract the undersigned is considered having abandoned the Contract by KTHFS.

That Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal.

Has not discriminated and will not discriminate, in violation of ORS 279A.110 (4), against any minority, women or emerging small business enterprise in obtaining any required subcontract.

The Proposer agrees to comply Oregon tax laws in accordance with ORS 305.385.

Proposer is registered with the Construction Contractor Board _____
License Number

(KTHFS will not consider a proposal unless the Proposer is registered with the Construction Contractors Board, as required).

The Proposer, pursuant to ORS 279A.120 (1), (circle one) is/is not a resident of Oregon. If Proposer is not indicate State of Residence _____.

The Proposer acknowledges receipt of the IFB issued by KTHFS by signing below.

(Date)

(Name)

(Signature)

(Title)

(Email)

(Physical address)

(City, State, Zip)

| | | | | | | |
|------------------------------------------------------------|------------------------------------------------------------------------------------|--|--|--|---------------------------|-----------|
| Project Name IBF 16-09 Modular building renovation/remodel | | | | | | |
| Project Material and Labor Cost Sheet | | | | | | |
| Each item to include cost for Material and Labor: | | | | | Attachment # 1 | |
| 1 | Solar power System | | | | | |
| | | | | | Material Cost | |
| | | | | | Labor Cost | |
| | | | | | Other Costs (list) | |
| | | | | | | |
| | | | | | #1 Total Cost | \$ |
| 2 | Remove Ceiling tile and grid from section 1,2 and 3 replace per plans | | | | | |
| | | | | | Material Cost | |
| | | | | | Labor Cost | |
| | | | | | Other Costs (list) | |
| | | | | | | |
| | | | | | #2 Total Cost | \$ |
| 3 | Relocation and replacing of salvage ceiling tiles | | | | | |
| | | | | | Material Cost | |
| | | | | | Labor Cost | |
| | | | | | Other Costs (list) | |
| | | | | | | |
| | | | | | #3 Total Cost | \$ |
| 4 | Removal of existing cabinets, fixtures, electrical and plumbing in Lab room | | | | | |
| | | | | | Material Cost | |
| | | | | | Labor Cost | |
| | | | | | Other Costs (list) | |
| | | | | | | |
| | | | | | #4 Total Cost | \$ |
| 5 | Removal of existing counter top in reception area | | | | | |
| | | | | | Material Cost | |
| | | | | | Labor Cost | |
| | | | | | Other Costs (list) | |
| | | | | | | |
| | | | | | #5 Total Cost | \$ |
| | | | | | | |

| | | | | | | |
|-----------|-------------------------------------------------------------------------------------|--|--|--|---------------------------|-----------|
| 6 | Removal of existing cabinets, fixtures, electrical and plumbing in Dental 2 | | | | | |
| | | | | | Material Cost | |
| | | | | | Labor Cost | |
| | | | | | Other Costs (list) | |
| | | | | | | |
| | | | | | #6 Total Cost | \$ |
| 7 | Removal/ Relocation and Installation of four existing cabinet in dental area | | | | | |
| | | | | | Material Cost | |
| | | | | | Labor Cost | |
| | | | | | Other Costs (list) | |
| | | | | | | |
| | | | | | #7 Total Cost | \$ |
| 8 | Removal of existing flooring: excluding storage room and mechanical room | | | | | |
| | | | | | Material Cost | |
| | | | | | Labor Cost | |
| | | | | | Other Costs (list) | |
| | | | | | | |
| | | | | | #8 Total Cost | \$ |
| 9 | Cabinetry and installation for Section 1 | | | | | |
| | | | | | Material Cost | |
| | | | | | Labor Cost | |
| | | | | | Other Costs (list) | |
| | | | | | | |
| | | | | | #9 Total Cost | \$ |
| 10 | Cabinetry and installation for Section 2 | | | | | |
| | | | | | Material Cost | |
| | | | | | Labor Cost | |
| | | | | | Other Costs (list) | |
| | | | | | | |
| | | | | | #10 Total Cost | \$ |
| 11 | Cabinetry and installation for Section 3 | | | | | |
| | | | | | Material Cost | |
| | | | | | Labor Cost | |
| | | | | | Other Costs (list) | |
| | | | | | #11 Total Cost | \$ |

| | | | | | | | |
|-----------|------------------------------------------------------------------------------|--|--|--|--|---------------------------|-----------|
| 12 | Demolition and removal of existing walls per plans | | | | | | |
| | | | | | | Material Cost | |
| | | | | | | Labor Cost | |
| | | | | | | Other Costs (list) | |
| | | | | | | | |
| | | | | | | #12 Total Cost | \$ |
| 13 | Framing, drywall and installation, of new wall and openings per plans | | | | | | |
| | | | | | | Material Cost | |
| | | | | | | Labor Cost | |
| | | | | | | Other Costs (list) | |
| | | | | | | | |
| | | | | | | #13 Total Cost | \$ |
| 14 | Drywall | | | | | | |
| | | | | | | Material Cost | |
| | | | | | | Labor Cost | |
| | | | | | | Other Costs (list) | |
| | | | | | | | |
| | | | | | | #14 Total Cost | \$ |
| 15 | Insulation | | | | | | |
| | | | | | | Material Cost | |
| | | | | | | Labor Cost | |
| | | | | | | Other Costs (list) | |
| | | | | | | | |
| | | | | | | #15 Total Cost | \$ |
| 16 | New window for section 3 | | | | | | |
| | | | | | | Material Cost | |
| | | | | | | Labor Cost | |
| | | | | | | Other Costs (list) | |
| | | | | | | | |
| | | | | | | #16 Total Cost | \$ |
| 17 | Existing Plumbing and fixtures capped, removed or re-routed | | | | | | |
| | | | | | | Material Cost | |
| | | | | | | Labor Cost | |
| | | | | | | Other Costs (list) | |
| | | | | | | | |
| | | | | | | #17 Total Cost | \$ |

| | | | | | | | | | |
|-----------|-------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|---------------------------|
| 30 | Interior Painting (Paint new or existing surfaces): excluding storage room and mechanical room | | | | | | | | |
| | | | | | | | | | Material Cost |
| | | | | | | | | | Labor Cost |
| | | | | | | | | | Other Costs (list) |
| | | | | | | | | | |
| | | | | | | | | | #30 Total Cost |
| | | | | | | | | | \$ |
| 31 | 1 Year Warranty | | | | | | | | |
| | | | | | | | | | Material Cost |
| | | | | | | | | | Labor Cost |
| | | | | | | | | | Other Costs (list) |
| | | | | | | | | | |
| | | | | | | | | | #31 Total Cost |
| | | | | | | | | | \$ |

In submitting this bid,

We hereby acknowledge that the "Grand Total" price includes all equipment, materials, and labor for a complete and functional facility and that all costs related thereto are incorporated into the individual bid items listed herein and that no additional measurement and payment will be made.

Bid Submitted By: _____
Contractor Signature _____ Date _____

Company

KLAMATH TRIBAL HEALTH & FAMILY SERVICES

ADVERTISEMENT FOR BIDS

Project Name: IFB 16-09 Modular building renovation/remodel project

Klamath Tribal Health & Family Services
3949 South Sixth Street
Klamath falls, OR 97603

The Klamath Tribes (hereinafter, "the Owner") will receive bids for specific items to be performed for the project IFB 16-09 Modular building renovation/remodel.

Scope of Work: shall include all phases of general construction and permitting in accordance with this IFB, drawings and instruction from KTHFS generally consisting of, but not limited to: providing all equipment, materials and labor to remodel the existing facility and construct a new kitchen/classroom, storage and distribution center located at: 202 Pioneer St. in Chiloquin, Oregon. Work to include: demolition, framing, electrical, solar panel system, mechanical, plumbing, plumbing fixtures, insulation, drywall, flooring, interior finish work and hardware, interior painting, and all other incidentals necessary for a complete and functional facility meeting all applicable Federal, State, and Local Building Code requirements.

Bidding Bids will be accepted at the address listed above up to 2:00 p.m. on November 15, 2016. All timely responses to this IFB will be considered. KTHFS reserve the right to reject any and all bids including those bids received after the closing date and time. Faxes and e-mail bids will not be received.

Bids shall be made on the forms provided, incorporating all contract documents, including bid bonds. The envelope shall be clearly marked, IFB 16-09 Modular building renovation/remodel project.

Right to Reject Any and All Bids: This advertisement for bids does not commit the owner to award a contract nor pay any costs incurred in the preparation of bids or the procurement of supplies. Klamath Tribal Health & Family Services reserves the right to reject any and all bids, to waive any informalities or irregularities and to re-advertise when it is in the best interest of the owner.

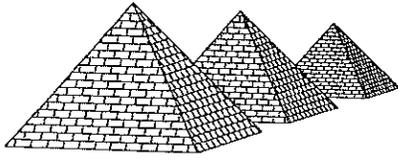
Permits: The selected contractor will be responsible for paying all local license fees and taxes, as well as permits that may be required, if any.

Pre-bid Conference: Mandatory Pre-Bid Conference to answer questions regarding the Project. October 18, 2016

License: All contractors shall be licensed and registered with the Oregon Board.

Bid Questions: All questions pertaining to this project should be addressed to:

Perri McDaniel
Klamath Tribal Health & Family Services
3949 South Sixth Street
Klamath falls, OR 97603
541-882-1487 ext. 235



**Precision
Structural
Engineering, Inc.**

STRUCTURAL ENGINEERING CALCULATIONS

PROJECT: Dental Facility Conversion

**PROJECT LOCATION: 202 Pioneer Street
Chiloquin, Oregon**

PSE PROJECT NUMBER: Tribal Health 216-1

DATE: September 29, 2016

BY: Nabil Taha, Ph.D., P.E.

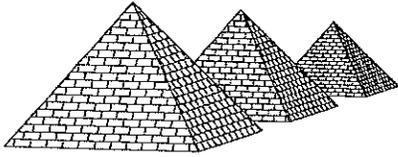
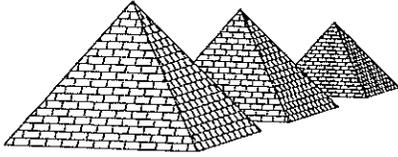


Table of Contents:

| Subject: | Page: |
|------------------------------------|---------------|
| 1- References / Software: | 10-99 |
| 2- Design Criteria: | 100-199 |
| 3- Roof Framing Analysis & Design: | 1,000 – 1,999 |



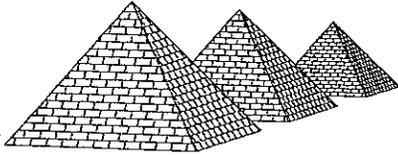
References:

1- Literature:

- a. 2014 Oregon Structural Specialty Code (OSSC),
based on the 2012 International Building Code (IBC)
- b. Design of Wood Structures, Donald E. Breyer 4th ED.

2- Software:

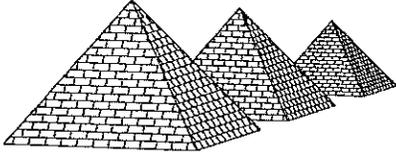
- a. Wood Works Design Office Version 10.0,
American Forest & Paper Association



Design Criteria:

| | | |
|---------------------------|---------------------------------------------------------------|---------------------|
| 1- Location: | 202 Pioneer Street Chiloquin, Oregon | |
| 2- Wind: | Basic wind speed | 125 mph (3 s. gust) |
| | Exposure | C |
| | I _w | 1.0 |
| 3- Snow: | 45 psf (ground) 45 psf (flat roof) 45 psf (sloped roof) | |
| 4- Soil Bearing Capacity: | 1500 psf (presumptive value from IBC) | |
| 5- Gravity Loads: | DL Roof: 15 psf | |
| 6- Deflection Criteria: | Floor LL Deflection: | L/480 |
| | Roof TL Deflection: | L/180 |

****Other criteria assumed as stated in design calculations.**



**Precision
Structural
Engineering, Inc.**

ROOF FRAMING ANALYSIS & DESIGN:

Pages 1,000 - 1,999



PROJECT NO. Tribal Health 216-1 SHEET 1000 OF _____

PROJECT NAME Dental Facility Conv. DESIGNED BY BDZ DATE 9-29-16

SUBJECT Roof CHECKED BY _____ DATE _____

Header

trib = 14'
Dh = 15 psf
Sl = 45 psf

Span = 3'

Use 2-2x6 DF#2 per pg 1000 a

See detail 5-1 pg 1000 b



| | |
|---------------------|----------------|
| COMPANY | PROJECT |
| Sep. 29, 2016 10:11 | Header 3 |

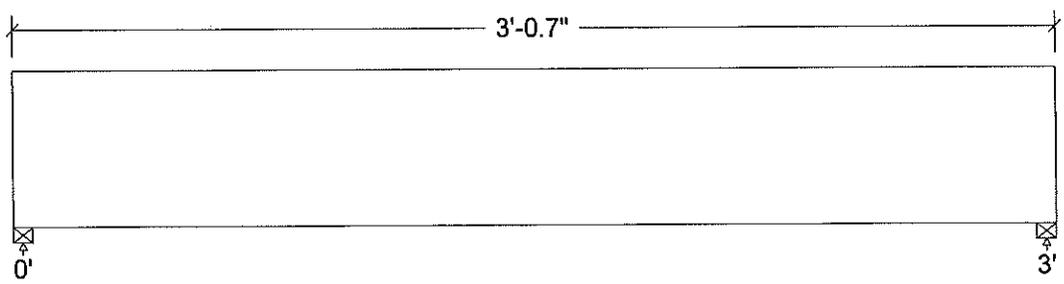
Design Check Calculation Sheet
WoodWorks Sizer 10.1

Loads:

| Load | Type | Distribution | Pat-tern | Location [ft] | | Magnitude | | Unit |
|-------------|------|--------------|----------|---------------|-----|-----------|----------|------|
| | | | | Start | End | Start | End | |
| Load1 | Dead | Full Area | | | | 15.00 | (14.00)* | psf |
| Load2 | Snow | Full Area | | | | 45.00 | (14.00)* | psf |
| Self-weight | Dead | Full UDL | | | | 3.9 | | plf |

*Tributary Width (ft)

Maximum Reactions (lbs), Bearing Capacities (lbs) and Bearing Lengths (in) :



| | | | |
|-------------|------|--|------|
| Unfactored: | | | |
| Dead | 327 | | 327 |
| Snow | 963 | | 963 |
| Factored: | | | |
| Total | 1290 | | 1290 |
| Bearing: | | | |
| Capacity | | | |
| Beam | 1290 | | 1290 |
| Supports | 1451 | | 1451 |
| Anal/Des | | | |
| Beam | 1.00 | | 1.00 |
| Support | 0.89 | | 0.89 |
| Load comb | #2 | | #2 |
| Length | 0.69 | | 0.69 |
| Min req'd | 0.69 | | 0.69 |
| Cb | 1.00 | | 1.00 |
| Cb min | 1.00 | | 1.00 |
| Cb support | 1.13 | | 1.13 |
| Fcp sup | 625 | | 625 |

Lumber n-ply, D.Fir-L, No.2, 2x6, 2-ply (3"x5-1/2")
 Supports: All - Timber-soft Beam, D.Fir-L No.2
 Total length: 3'-0.7";
 Lateral support: top= at supports, bottom= at supports;

Analysis vs. Allowable Stress (psi) and Deflection (in) using NDS 2012 :

| Criterion | Analysis Value | Design Value | Analysis/Design |
|--------------|-----------------|----------------|-------------------|
| Shear | $f_v = 78$ | $F_v' = 207$ | $f_v/F_v' = 0.38$ |
| Bending(+) | $f_b = 753$ | $F_b' = 1345$ | $f_b/F_b' = 0.56$ |
| Live Defl'n | $0.02 = <L/999$ | $0.10 = L/360$ | 0.17 |
| Total Defl'n | $0.03 = <L/999$ | $0.15 = L/240$ | 0.17 |

Additional Data:

| FACTORS: | F/E (psi) | CD | CM | Ct | CL | CF | Cfu | Cr | Cfrt | Ci | Cn | LC# |
|----------|-------------|------|------|------|-------|-------|------|------|------|------|------|-----|
| Fv' | 180 | 1.15 | 1.00 | 1.00 | - | - | - | - | 1.00 | 1.00 | 1.00 | 2 |
| Fb'+ | 900 | 1.15 | 1.00 | 1.00 | 1.000 | 1.300 | 1.00 | 1.00 | 1.00 | 1.00 | - | 2 |
| Fcp' | 625 | - | 1.00 | 1.00 | - | - | - | - | 1.00 | 1.00 | - | - |
| E' | 1.6 million | | 1.00 | 1.00 | - | - | - | - | 1.00 | 1.00 | - | 2 |

CRITICAL LOAD COMBINATIONS:

Shear : LC #2 = D+S, V = 1266, V design = 855 lbs

Bending(+): LC #2 = D+S, M = 949 lbs-ft

Deflection: LC #2 = D+S (live)

LC #2 = D+S (total)

D=dead L=live S=snow W=wind I=impact Lr=roof live Lc=concentrated E=earthquake

All LC's are listed in the Analysis output

Load combinations: ASCE 7-10 / IBC 2012

CALCULATIONS:

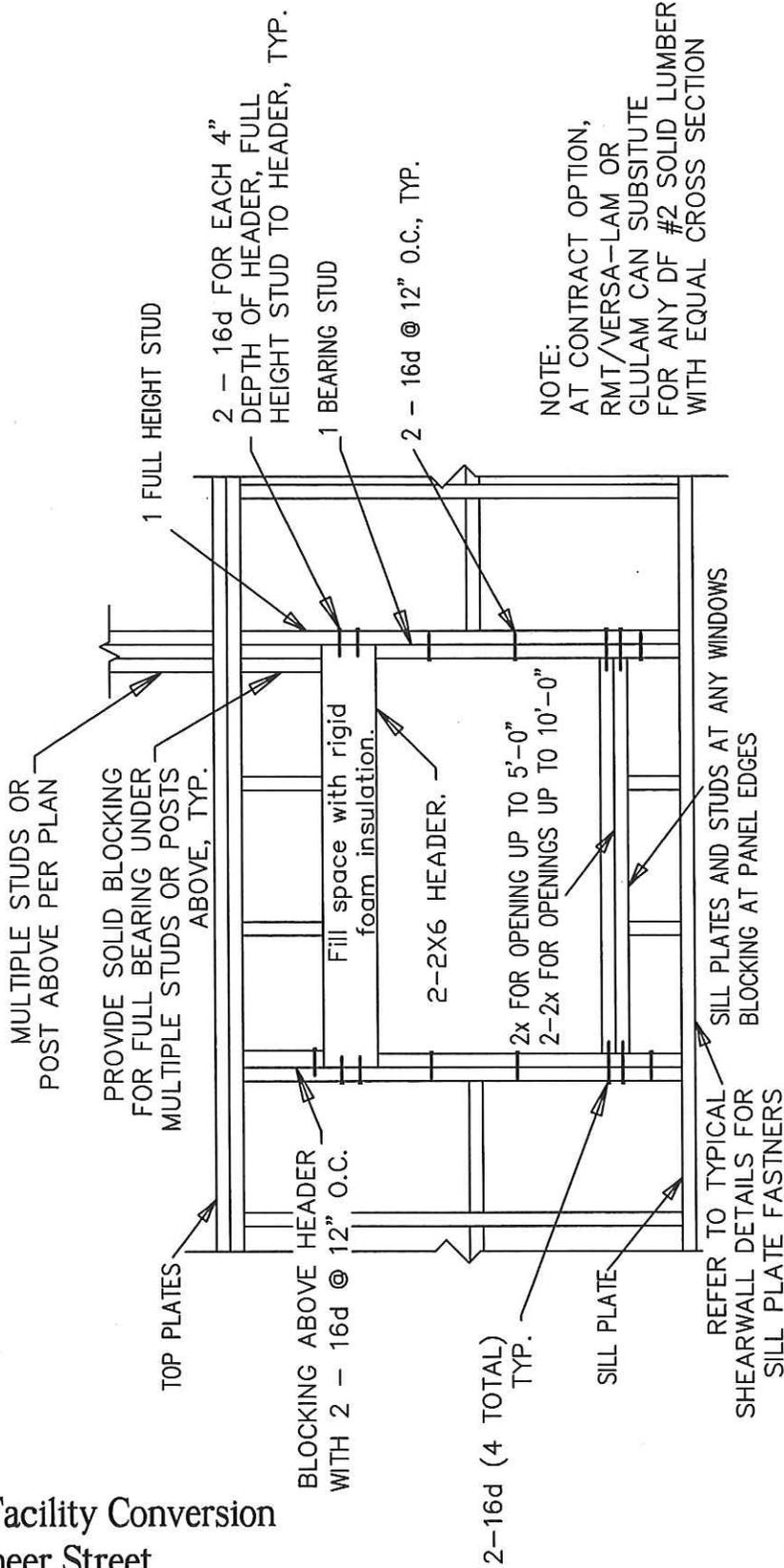
Deflection: EI = 33e06 lb-in²/ply

"Live" deflection = Deflection from all non-dead loads (live, wind, snow...)

Total Deflection = 1.50(Dead Load Deflection) + Live Load Deflection.

Design Notes:

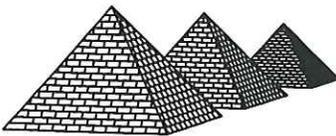
1. WoodWorks analysis and design are in accordance with the ICC International Building Code (IBC 2012), the National Design Specification (NDS 2012), and NDS Design Supplement.
2. Please verify that the default deflection limits are appropriate for your application.
3. Sawn lumber bending members shall be laterally supported according to the provisions of NDS Clause 4.4.1.
4. BUILT-UP BEAMS: it is assumed that each ply is a single continuous member (that is, no butt joints are present) fastened together securely at intervals not exceeding 4 times the depth and that each ply is equally top-loaded. Where beams are side-loaded, special fastening details may be required.
5. FIRE RATING: Joists, wall studs, and multi-ply members are not rated for fire endurance.



NOTE:
 AT CONTRACT OPTION,
 RMT/VERSA-LAM OR
 GLULAM CAN SUBSTITUTE
 FOR ANY DF #2 SOLID LUMBER
 WITH EQUAL CROSS SECTION

7 ^{NTS} HEADER SCHEDULE AND TYPICAL DETAILS

Dental Facility Conversion
 202 Pioneer Street
 Chiloquin, Oregon



Precision
 Structural
 Engineering,
 Inc.

250 Main Street
 Klamath Falls, Oregon
 97601
 Phone: (541) 850-6300
 Fax: (541) 850-6233

| | |
|----------|---------------------|
| Date: | 9-29-16 |
| Scale: | NTS |
| Project: | Tribal Health 216-1 |

S-1

(Contractor/Proposer Name) _____

The Proposer, by and through the undersigned, its authorized representative, acknowledges, represents, attests, warrants and certifies:

Has read and understands, and agrees to be bound by and comply with all IFB instructions, terms and conditions, together with all Addenda, if any, issued.

Has read and understands, and agrees to be bound by and comply with the terms of all Contract Documents identified, included, or incorporated by reference into the IFB.

Has, or will have, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract documents within the time specified.

The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.

Neither the Proposer, nor anyone representing the Proposer, offered or gave any advantage, gratuity, bonus, discount, bribe or loan of any sort to KTHFS or its agents, employees, or anyone representing KTHFS, or engaged in any other type of anti-competitive conduct at any time in conjunction with this IFB.

Has or will not, discriminated against minority, women, or emerging small business (MWESB) enterprises in obtaining any required subcontracts.

Sovereign Immunity: Nothing in this Agreement shall be deemed or interpreted to be a waiver of the sovereign immunity of the Klamath Tribes, Klamath Tribal Health & Family Services, or their officers or employees. The Klamath Tribes and Klamath Tribal Health & Family Services expressly retain all attributes of sovereign immunity.

If awarded the Contract, Proposer shall utilize in performance of the Contract all resources indicated in its Proposal, including Key Personnel, to the extent within Proposer's control and Proposer's best efforts.

Has the power and authority to enter into and perform the Contract to be awarded, and the Contract, when executed and delivered, shall be a valid and binding obligation enforceable according to its terms.

Proposer acknowledges that KTHFS has the right to modify the Contract prior to execution to:

- (a) correct typographical errors
- (b) reconcile inconsistencies within and among the Contract Documents
- (c) conform terminology used throughout the Contract Documents
- (d) include omitted terms clearly contemplated by the language in the Contract Documents
- (e) add terms required under Federal, State or Local Law
- (f) incorporate those portions of the Project Proposal and Price, modified, if so, by such negotiations as may be authorized under applicable statutes and rules.

To execute the formal Contract within a reasonable time; and in the case the undersigned fails or neglects to appear within a reasonable time to execute the Contract the undersigned is considered having abandoned the Contract by KTHFS.

That Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal.

Has not discriminated and will not discriminate, in violation of ORS 279A.110 (4), against any minority, women or emerging small business enterprise in obtaining any required subcontract.

The Proposer agrees to comply Oregon tax laws in accordance with ORS 305.385.

Proposer is registered with the Construction Contractor Board _____
License Number

(KTHFS will not consider a proposal unless the Proposer is registered with the Construction Contractors Board, as required).

The Proposer, pursuant to ORS 279A.120 (1), (circle one) is/is not a resident of Oregon. If Proposer is not indicate State of Residence _____.

The Proposer acknowledges receipt of the IFB issued by KTHFS by signing below.

(Date)

(Name)

(Signature)

(Title)

(Email)

(Physical address)

(City, State, Zip)

KLAMATH TRIBAL HEALTH & FAMILY SERVICES (attachement 8)

BID BOND

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the State of Oregon ("Obligee") the sum of (\$ _____) _____, Dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. _____) for the project identified as:

KLAMATH TRIBAL HEALTH & FAMILY SERVICES MODULAR BUILDING RENOVATION/REMODEL, IFB PROJECT-16-09 which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279.027(7) and the procurement document.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20__.

PRINCIPAL: _____

SURETY: _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

INDIAN ENTERPRISE QUALIFICATION STATEMENT

NOTE: Submit completed questionnaire to the Klamath Tribes Housing Department at the same time bids are due to the KTHD. Use additional sheets to complete answer if needed.

The Undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. For purposes of being treated under "Indian preference" provisions, the Applicant wishes to qualify as:

a. An "Economic Enterprise" as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is: "any Indian-Owned...commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian Ownership shall constitute not less than 51 percentum of the enterprise";

--OR--

b. A "Tribal Organization" as defined in Section 4(c) of the Indian Self-Determination and Education Assistance Act (P.L. 93-638); that is: "the recognized governing body of any Indian Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that in any case where a contract is let or grant made to an organization to perform services benefiting more than one Indian Tribe, the approval of each such Indian Tribe shall be a prerequisite to the letting or making of such contract or grant..."

2. Name of Enterprise or Organization:

Address

Telephone

3. Check One:

_____ Corporation

_____ Joint Venture

_____ Partnership

_____ Sole Proprietorship

Other: _____

4. Answer the following:

If a Corporation:

a. Date of incorporation:

b. State of incorporation:

c. Give the names and addresses of the officers of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

| <u>Name and last 4 digits of Social Security No.</u> | <u>I or NI</u> | <u>Title</u> | <u>Address</u> | <u>% of Stock Ownership</u> |
|------------------------------------------------------|----------------|-----------------------|----------------|-----------------------------|
| _____ | _____ | Vice President | _____ | _____ |
| _____ | _____ | Vice President | _____ | _____ |
| _____ | _____ | Secretary or Clerk | _____ | _____ |
| _____ | _____ | Secretary | _____ | _____ |
| _____ | _____ | Treasurer | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

d. Complete the following information on all stockholders who are not listed in c. above, owning 0% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

| <u>Name and last 4 digits of Social Security No.</u> | <u>I or NI</u> | <u>Address</u> | <u>% of Stock Ownership</u> |
|------------------------------------------------------|----------------|----------------|-----------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

If a Sole Proprietorship or Partnership:

a. Date of Organization:

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

| Name and last 4 digits of Social Security No. | I or NI | Address | % of Stock Ownership |
|-----------------------------------------------|---------|---------|----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

If a Joint Venture:

a. Date of Joint Venture Agreement:

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

| Name and last 4 digits of Social Security No. | I or NI | Address | % of Stock Ownership |
|-----------------------------------------------|---------|---------|----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

5. Give the name, address, and telephone number of the principal spokesperson of your organization or enterprise:

6. Has any officer or partner of your organization or enterprise listed in #4 been an officer or partner of another organization that failed in the last ten years to complete a contract?

_____ Yes _____ No

If yes, state circumstances:

7. Has this enterprise or organization failed in the last ten years to complete any work awarded to it or to complete the work on time?

_____ Yes _____ No

If so, note when, where and why:

8. Will any officer or partner listed in #4 be engaged in out-side employment?

_____ Yes _____ No

If Yes, complete:

| Name/Title | Hours Per Week Outside the Enterprise |
|------------|------------------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

9. Is the enterprise or organization, or anyone listed in #4 above, currently subject to an administrative sanction issued by any department or agency of the Federal Government?

_____ Yes _____ No

If the answer to #9 is "Yes," complete:

| Name of person /business | Date of Action | Type of Action | Department or Agency |
|--------------------------|----------------|----------------|----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

10. Does this enterprise or organization have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

_____ Yes _____ No

If yes, complete:

| Name and address of subsidiary, affiliate or other concern | Description of Relationship |
|------------------------------------------------------------|-----------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

11. Does this enterprise or organization, or any person listed in #4 above, have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types,

marketing, purchasing, production and other types of compensated assistance.

_____ Yes _____ No

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

12. Has this enterprise or organization ever been subject to a judgment of any court or administrative sanction (Federal, State, or Tribal)?

_____ Yes _____ No

Has any individual listed in #4 ever been subject to judgment of any court or administrative sanction (Federal, State, or Tribal)?

_____ Yes _____ No

If the answer is Yes to either question, furnish details in a separate attachment.

13. Has any tax lien or other collection procedure been instituted against this enterprise or organization, or the individuals listed in #4, as a sole proprietor or partner in their capacities with this enterprise or organization, or other enterprise or organization?

_____ Yes _____ No

14. Has this enterprise or organization, or any person listed in #4, ever been involved in a bankruptcy or insolvency proceeding?

_____ Yes _____ No

If yes, provide details in an attachment.

15. What dollar amount of Working Capital is available to your enterprise or organization prior to the start of construction

\$ _____

Explain the source of these funds:

Include a copy of the enterprise's or organization's most recent audited financial statement.

16. How will project development bookkeeping and payroll be maintained: (choose one)

a. By contract with an outside professional accounting firm:

Name: _____

Address: _____

Telephone: _____

b. Records are to be kept by enterprise or organization personnel.

If "b" has been chosen, state the qualifications of your personnel to perform this function:

c. Other: _____

17. Trade References (include addresses and phone numbers):

18. Bank and credit references (including addresses and phone numbers):

19. a. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is either a current bona-fide employee or who is not a current employee but who is regularly employed in a supervisory or other key skilled position when work is available.

b. Over the past three years, what has been the average number of employees of the organization or enterprise? _____

20. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4.
21. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.
22. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise or organization, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment



<http://www.gotowebstore.com/600HS17>

Regency 17" x 15" Wall Mounted Hand Sink with Gooseneck Faucet

Item #: 600HS17



Buy 5 or more

\$69.15/Each

Buy 1 - 4

\$72.99/Each

Overall User Rating

from 90 reviews



600HS17

New

- ✓ 8" gooseneck faucet included
- ✓ Perfect for hand washing throughout the workday
- ✓ 20-gauge type 304 stainless steel
- ✓ Includes 1 1/2" IPS drain baskets
- ✓ Holes punched on 4" centers
- ✓ Single 14" x 10" bowl
- ✓ 8" high backsplash

Shipping:

Usually Ships in 1 Business Day

When will I receive my item?

UPC Code:

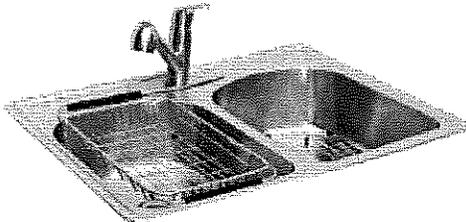
Condition:



Glacier Bay Model SM2033-F Internet #202564210

All-in-One Top Mount Stainless Steel 33 in. 2-Hole Double Bowl Kitchen Sink

★★★★★ (59) Write a Review Questions & Answers (22)



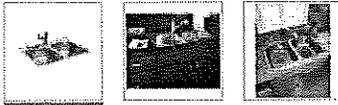
\$189.00 /each

- 33" L X 22" W X 8" D
- 20-gauge stainless-steel for lasting performance
- 2-bowl design for versatile use

Product Not Sold In Stores

Open Expanded View

Click Image to Zoom



Related Items

Product Overview

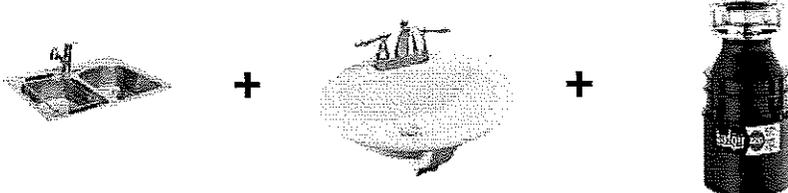
Specifications

Recommended Items

Questions & Answers

Customer Reviews

Frequently Bought Together



Price for all three:

\$327.96

Add To Cart

This item: All-in-One Top Mount Stainless Steel 33 in. 2-Hole Double Bowl Kitchen Sink **\$189.00**





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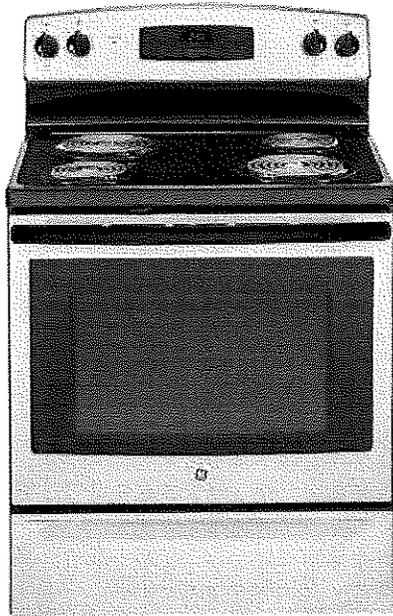
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Model JB255GJSA Internet #205793227 Store SO SKU #1001304461



GE 5.0 cu. ft. Electric Range with Self-Cleaning Oven in Silver

★★★★☆ (57) Write a Review Q&A (42)

Was ~~\$499.00~~

\$449.10 /each

Save \$49.90 (10%) through 10/12/2016

Price includes 10% off Appliances Offer discounts. While supplies last. Add to Cart to See Lower Price.

- Dual element bake produces even heat and great results
- Self-Clean oven without the need for scrubbing the cavity
- Coil heating elements provide even heat and easy cleanup

Save to list

Open Expanded View

What to Expect

- See what installation options Home Depot offers. **Learn More**
- You'll get a call the day before with your delivery time frame.
- Extend your manufacture's warranty with a Home Depot Protection Plan. **Learn More**

Check earliest delivery date

Tell us your zip code

Go

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Free Delivery

Contact your local store for pricing and to place orders in the following state(s): AK,GU,HI,PR,VI

Recommended Items

Product Overview

Specifications

Questions & Answers

Customer Reviews

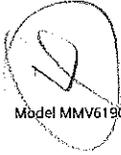
Product Overview

Your 5.0 cu. ft. GE Free-Standing Electric Self-Cleaning Range in Silver Metallic features a Digital Temperature display. Two 8 in. 2600 Watt burners (right front and left rear) let you cook large meals. The 4 burner upswept cooktop easily wipes clean. The chrome drip bowls contain spills and remove for easy cleaning. The coil heating elements produce even heat and easy cleanup, also. GE appliances provide up-to-date

technology and exceptional quality to simplify the way you live. With a timeless appearance, this family of appliances is ideal for your fai And coming from one of the most trusted names in America, you know that this entire selection of appliances is as advanced as it is pra



Feedback



Products and Services

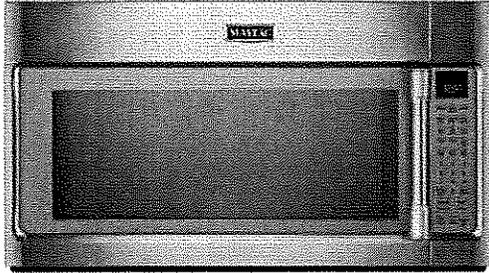
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Model MMV6190DS Internet #205189938 Store SO SKU #1000053669



Maytag

1.9 cu. ft. Over the Range Convection Microwave in Stainless Steel with Sensor Cooking

★★★★☆ (118) Write a Review Q&A (23)

Was \$599.00

\$539.00 /each

Save \$60.00 (10%) through 09/28/2016

Save up to \$800 on appliances \$396 or more. Prices reflect discount.

- Cook and reheat with convection and Sensor cooking
- Stainless steel cavity built to resist stains and everyday wear
- Bright halogen lighting lights up your meals on the cooktop below

Save To List

Open Expanded View

What to Expect

- See what installation options Home Depot offers. [Learn More](#)
- You'll get a call the day before with your delivery time frame.
- Extend your manufacture's warranty with a Home Depot Protection Plan. [Learn More](#)

Check earliest delivery date

Tell us your zip code

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Free Delivery

Contact your local store for pricing and to place orders in the following state(s): AK,GU,HI,PR,VI

Related Items

Product Overview

Specifications

Recommended Items

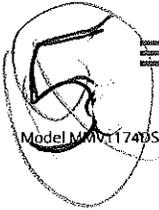
Questions & Answers

Customer Reviews

Product Overview

With this reliable Maytag 1.9 cu. ft. over the range microwave you get the perfect mix, a high powered and multi-featured extra-large capacity microwave with convection cooking and super powerful range hood, all in one! EvenAir Convection mode bakes and roasts family favorites to perfection and gets them ready fast, ideal when you need a quicker option than a conventional oven. Sensor cooking and numerous programmed cooking choices make it simple to prepare everything from perfect popcorn to nachos, fresh vegetables, pasta, rice, casseroles and more. And when it comes to durability, this model features a stainless steel handle and stainless steel cavity. The 10-year limited parts warranty on the magnetron and stainless steel cavity means this microwave is built for years of cooking and reheating. Included interior cooking rack makes it easy to cook side dishes and a main dish at the same time. All these great features and the dependability of Maytag. California residents: see Proposition 65 information »

- Spacious 1.9 cu. ft. capacity accommodates dinner plates and casserole dishes with ease
- 1000 Watts of cooking power and 10 cooking levels make cooking and reheating a snap
- 400 CFM venting system whisks smoke, steam and odors away from the cooktop to keep your kitchen air clear
- Electronic touch controls on this microwave oven are easy to use and keep clean and provide access to setting such as the Fan Timer, Light Timer, as well as programmed and sensor cooking cycles



Products and Services

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Model MMV1174DS

Internet #205189883

Store SO SKU #1000053643

Maytag

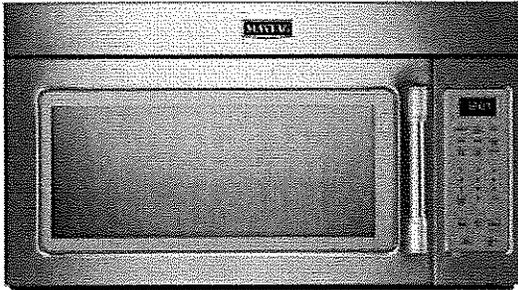
1.7 cu. ft. Over the Range Microwave in Stainless Steel

★★★★★ (196)

[Write a Review](#)

[Q&A \(25\)](#)

\$269.00 /each



[Save To List](#)

[Open Expanded View](#)

What to Expect

- See what installation options Home Depot offers. [Learn More](#)
- You'll get a call the day before with your delivery time frame.
- Extend your manufacture's warranty with a Home Depot Protection Plan. [Learn More](#)

Check earliest delivery date

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Free delivery on appliance purchases of \$396 and up

Contact your local store for pricing and to place orders in the following state(s): AK,GU,HI,PR,VI

[Related Items](#)

[Product Overview](#)

[Specifications](#)

[Recommended Items](#)

[Questions & Answers](#)

[Customer Reviews](#)

Product Overview

With this reliable Maytag over-the-range 1.7 cu. ft. microwave you get the perfect mix, a high powered and multi-featured microwave and super powerful range hood, all in one! It features a 2-speed exhaust fan, flush hidden vent, a heavy-duty stainless steel handle and has a 10-year limited parts warranty on the magnetron. Numerous programmed cooking choices make it simple to prepare food. All these great features and the dependability of Maytag.

California residents: see [Proposition 65 information](#)

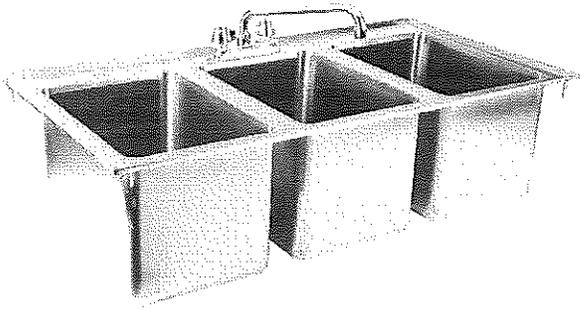
- 1.7 cu. ft. capacity accommodates dinner plates and casserole dishes with ease
- 1000 Watts of cooking power and 10 cooking levels make cooking and reheating a snap
- 220 CFM venting system whisks smoke, steam and odors away from the cooktop to keep your kitchen air clear
- Electronic touch controls on this microwave oven are easy to use and keep clean
- Cook with confidence with easy to use manual and programmed cooking cycles and options
- Programmed options include Popcorn, Potato, and Pizza (reheat) for fast prep of family favorites



Item #: 600DI3101410

Buy 1 or more

\$298.99



Overall User Rating

from **8 reviews**



- ✓ Features a 10" swing spout faucet
- ✓ Durable, stainless steel construction
- ✓ Great for washing, rinsing, and sanitizing
- ✓ 3 1/2" basket strainers collect food debris
- ✓ Includes 1 1/2" IPS drain connections
- ✓ Requires 4" centers
- ✓ Comes with installation hardware

600DI3101410

New

Shipping:

Usually Ships in 1 Business Day

When will I receive my item?

UPC Code:

Condition:

REGENCY
Tables And Sinks



Regency 4" Wrist Handle
Kit for Regency Faucets

\$28.49/Each



Noble Products Wash,
Rinse, Sanitize, and Water
Level Permanent Sink

\$3.99/Each

#9

WebstaurantStore

<http://www.gotowebstore.com/178CFD2RRG>

Avantco CFD-2RR-G 54" Two Section Glass Door Reach-In Refrigerator with LED Lighting - 46.5 Cu. Ft.

Item #: 178CFD2RRG



Only

\$2,499.00/Each

- ✓ Glass door and interior light with on/off switch allow you to monitor product at a glance
- ✓ 430 series stainless steel sides
- ✓ Corrosion-resistant 304 series stainless steel interior
- ✓ Temperature range: 32 to 41 degrees Fahrenheit
- ✓ 6 shelves included; versatile shelf slide design also accepts full size food pans
- ✓ 2 self-closing doors
- ✓ LED lighting to enhance product visibility
- ✓ NSF Compliant; 120V

400011823511

New

Shipping:

Usually Ships in 1 Business Day

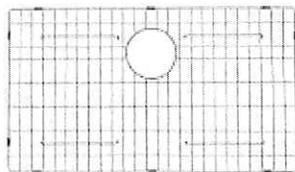
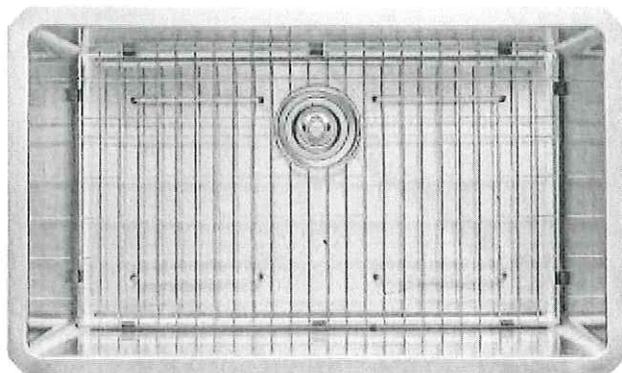
When will I receive my item?

UPC Code:

#10

KRAUS
Model # KHU100-30
Internet # 203058416
All-in-One Undermount Stainless Steel 30 in.

~~\$1,889.10~~
\$299.95
c HD



Open Expanded View

Click Image to Zoom



Product Overview

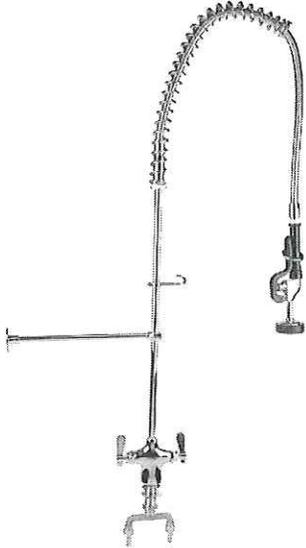
Handcrafted from premium 16-gauge T-304 stainless steel for maximum durability, KRAUS sinks have extra-deep basins to accommodate large dishes with ease. With top-level soundproofing, thick rubber dampening pads and StoneGuard coating, condensation and sound are kept to a minimum. The corrosion-resistant surface is further protected from rust and oxidation by a meticulous finishing process. Commercial grade satin finish and rounded corners make maintenance as simple as wiping the surface with a damp cloth. Each bottom grid is cushioned by soft protective bumpers to prevent scratching. For easy installation, all mounting hardware is provided.

- Premium T-304 stainless steel construction
- Sound insulated with thick rubber dampening pads and StoneGuard undercoating
- Channel grooves engineered for optimal drainage
- 16-gauge steel for added durability
- Handcrafted by skilled artisans
- Commercial grade satin finish is scratch and stain-resistant
- Extra-deep basin design with gently rounded corners for easy maintenance
- Standard 3.5 in. drain opening
- Includes all the hardware needed for mounting
- Limited lifetime warranty
- Certified and listed by UPC, cUPC, IPC, ANSI, IAPMO, and SCC
- Installation type: Undermount
- Sink cutout template: included
- Minimum cabinet size: 33 in.
- Sink length: 30 in.
- Sink width: 18 in.
- Sink depth: 10 in.
- Drain opening: 3.5 in.

1/5

Facet for #10a

Item #: 600FPRD



Buy 1 or more

\$139.99

Overall User Rating

from **5** reviews



- ✓ Features a flexible gooseneck hose
- ✓ Includes a double pantry valve
- ✓ Flow rate of 1.42 GPM
- ✓ Interchangeable to fit all brands
- ✓ Chrome-plated copper construction
- ✓ Great for pre-rinsing dishes

6941630410606

New

Shipping:

Usually Ships in 1 Business Day

When will I receive my item?

UPC Code:

Condition:



**Regency Deck Mount
Faucet Installation Kit -
1/2" Inlet**

\$14.49/Each



**44" Pre-Rinse Hose with
Grip**

\$29.49/Each



**Regency 12" Pre-Rinse
Swing Spout Add On
Faucet**

\$29.99/Each



**Regg
Add-**

\$34



Home > Products > Epson Projectors > Projectors > Home Theater Projectors > Home Cinema Projectors > PowerLite Home Cinema 1040 1080p 3LCD Projector

PowerLite Home Cinema 1040 1080p 3LCD Projector

Order By Phone
1-800-873-7766
MP 6am-3pm, S 7am-1pm PT

Photos

Videos



1 of 1

Front Product Image



View Larger Image

Our Price: **\$799.99**

Product In Stock

★★★★★ **4.8 / 5** [Read all 10 reviews](#) | [Review This Product](#)

[Overview](#) | [Specifications](#) | [Technology](#) | [Awards & Reviews](#) | [User Reviews](#)

IN THIS SECTION: [Specifications](#) | [Projection Lens](#) | [Other](#) | [Dimensions](#) | [Remote Control](#) | [Notes](#)

Specifications

[Back to top](#)

- Projection System:** Epson 3LCD, 3-chip technology
- Projection Method:** Front / rear / ceiling mount
- Product Color:** White
- Driving Method:** Epson Poly-silicon TFT Active Matrix
- Projected Output:** 1920 x 1200 (WUXGA)/1080P Support
- Pixel Number:** 2,073,600 dots (1920 x 1080) x 3
- Color Brightness (Color Light Output):** 3000 lumens¹
- White Brightness (White Light Output):** 3000 lumens¹
- Aspect Ratio:** Native 16:10 widescreen
- Native Resolution:** 1080p (1920 x 1200)
- Resize:** 16:10, 4:3
- Lamp Type:** 200 W UHE
- Lamp Life:**
 - ECO mode: Up to 10,000 hours²
 - Normal mode: Up to 5,000 hours²
- Throw Ratio Range:** 1.38 (Zoom: Wide) – 1.68 (Zoom: Tele)
- Size (projected distance):** 30" - 300" at (2.85 ft - 36.02 ft)
- Keystone Correction:**
 - Vertical: ±30 degrees (Auto)
 - Horizontal: ±30 degrees (Slide bar)
- Contrast Ratio:** Up to 15,000:1
- Color Reproduction:** Full-color (up to 1.07 billion colors)

Projection Lens

[Back to top](#)

Tune: Optical Zoom (Manual) / Focus (Manual)

Projector Tools

- [Image Size Calculator](#)
- [Projector Finder](#)
- [Installation Handbook](#)

Related Products

- Lamps**
Genuine Epson replacement projector lamps for the PowerLite Home Cinema 1040 1080p 3LCD Projector
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Projector screens for the boardroom, classroom, or living room
- Accessories**
Optional accessories for your projector
- Extended Service Plans**
Protect your Epson projector beyond the standard warranty

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Products and Services

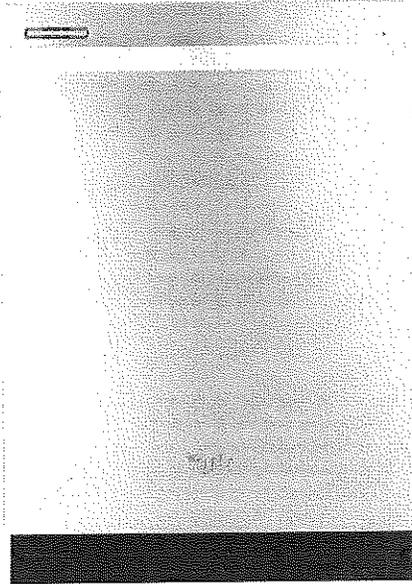
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Model WDT720PADM Internet #205506919 Store SO SKU #1000955831



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Open Expanded View

Whirlpool

Gold Series Top Control Dishwasher in Monochromatic Stainless Steel with Silverware Spray

★★★★☆ (5,359) Write a Review Q&A (170)

Was \$599.00

Special Buy \$442.00

\$397.80 /each

Save \$201.20 (34%) through 10/11/2016

- Quiet Partner II sound package operates at a quiet 51 dBA
- Silverware Spray system delivers a precise clean to utensils
- Sensor cycle conveniently adjusts wash and dry settings

What to Expect

- See what installation options Home Depot offers. [Learn More](#)
- You'll get a call the day before with your delivery time frame.
- Extend your manufacture's warranty with a Home Depot Protection Plan. [Learn More](#)

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Related Items Product Overview Specifications Recommended Items Questions & Answers Customer Reviews

Product Overview

Have a question about Appliances?

Chat with a Home Depot expert

Live Chat

CHAT NOW

Leave the cleaning decisions to this Whirlpool Top Control Dishwasher with the sensor cycle that to deliver precise results. This ENERGYSTAR qualified dishwasher holds 15 place settings, cleans quietly at 51 dBA and features focused cleaning with the Silverware Spray that showers utensils to virtually eliminate rewashing. It also provides more room for dishes in the lower

rack with the AnyWare Plus silverware basket that sits in the door or on the front of the rack to free up rack space. Plus, you can count on the fast design to clean a lightly soiled load in half the time with the 1-hour wash cycle.



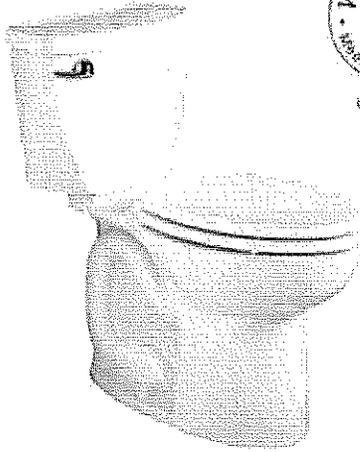
American Standard Model 3378.128ST.020 Internet #202964035 Store SKU #207179

Cadet 3 FloWise 2-piece 1.28 GPF High Efficiency Elongated Toilet in White

★★★★★ (299)

[Write a Review](#)

[Questions & Answers \(56\)](#)



Was \$188.00

\$168.00 /each

Save \$20.00 (11%)

Plus, up to \$40 in Rebates +

- Includes plastic seat and cover with EverClean surface
- EverClean slows growth of odor-causing bacteria, mold and mildew
- Also includes wax ring for easy installation

In Stock At Your Selected Store

[Open Expanded View](#)

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Phoenix,OR #8557
Phoenix, OR 97535

4 In Stock
Aisle 39, Bay 004
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[Recommended Items](#)

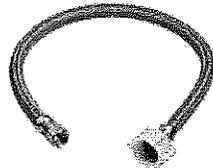
[Questions & Answers](#)

[Customer Reviews](#)

Frequently Bought Together



+



+



Price for all three:

\$178.12

[Add To Cart](#)

This item: Cadet 3 FloWise 2-piece 1.28 GPF High Efficiency Elongated Toilet in White ~~\$188.00~~ **\$168.00**

3/8 in. Compression x 7/8 in. Ballcock Nut x 12 in. Braided Polymer Toilet Connector **\$4.87**

BrassCraft 3/8 in. Compression x 7/8 in. Ballcock Nut x 16 in. Braided Polymer Toilet Connector **\$5.25**

