

THE KLAMATH TRIBES AND
INDIAN HEALTH SERVICE

INVITATION

FOR

BID

SEPTIC TANK PROJECT

For Individual Homeowner - S. Castro

IFB 04-25

ISSUED: MARCH 18, 2025

CLOSES: 3:00 PM APRIL 15, 2025

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE IFB

The Department of Housing, is soliciting bids for construction services on one homesite for a new septic tank system.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 3:00 PM Pacific Daylight Time on **APRIL 15, 2025**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

No specific minimums have been set for this IFB.

SEC. 1.04 INVITATION TO BID (IFB) REVIEW

Bidders shall carefully review this IFB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the IFB should be made in writing and received by the Procurement Specialist at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the Procurement Specialist. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the IFB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IFB. The Procurement Specialist will make that decision.

SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this IFB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this IFB. The site may be inspected by contacting **Randee Sheppard** at **541-783-2219 EXT 163**.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this IFB or the terms, conditions and specifications of this IFB. Any questions potential bidders have must be directed to the Procurement Specialist as required in Section 1.04.

SEC. 1.07 SUBMITTING BIDS

Bidders must submit one copy of their bid to the Procurement Specialist. Submittal options are as follows:

The Klamath Tribes
Department of **HOUSING**
Attention: **HANNAH RUIZ**
Invitation to Bid (IFB) Number: **04-25**
IFB Title: **SEPTIC TANK PROJECT**
P.O. BOX 436
501 S. CHILOQUIN BLVD
CHILOQUIN, OR 97624

If using U.S. mail, please use the following address:

P.O. BOX 436
CHILOQUIN, OR 97624

If using a delivery service, please use the following address:

501 S. CHILOQUIN BLVD.
CHILOQUIN, OR 97624

If submitting a bid via email, the bid may be emailed to **procurement@klamathtribes.com** and must contain the IFB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at **541-783-2219 EXT 118** to confirm that the bid has been received. The Klamath Tribes is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

Bidders shall use any forms identified in this IFB for submitting bids. Fee Schedule/Itemized cost may be submitted in company format. All bids must be signed by an individual authorized to bind the bidder to the provisions of the IFB. Bids must be itemized.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the Federal, State, Local or Tribal laws, rules or regulations;

- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this IFB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, The Klamath Tribes reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed or family/spouse employed by The Klamath Tribes or formerly employed by The Klamath Tribes within the past two years) and, if so, the nature of that conflict. The Procurement Specialist reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this IFB. Prices quoted in bids must be exclusive of federal, state, and local taxes.

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this IFB or participating in the procurement process. For more information, contact the Procurement Specialist no later than ten days prior to the deadline for receipt of bids.

SEC. 1.11 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with OAR 125-249-091 OAR 137-049-0440(3) 137-049-0210(1). No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency.

SEC. 1.12 AMENDMENTS TO THE IFB

If an amendment is issued, it will be provided to all who were notified of the IFB and to those who have registered with the Procurement Specialist after receiving the IFB from The Klamath Tribes Online Public Notice website.

SEC. 1.13 IFB SCHEDULE

The IFB schedule set out herein represents The Klamath Tribes best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Pacific Daylight Time.

ACTIVITY	TIME	DATE
Issue Date / IFB Released		03/18/2025
Deadline for Receipt of Bids / Bid Due Date	3:00 PM	04/15/2025
Bid Evaluations Complete	5:00 PM	04/15/2025
Notice of Intent to Award		04/22/2025
Contract Issued		TBD

This IFB does not, by itself, obligate The Klamath Tribes. The Klamath Tribes obligation will commence when the contract is approved by the Director of the Department of Housing and the Project Manager of Indian Health Services, or their designees. Upon written notice to the contractor, The Klamath Tribes may set a different starting date for the contract. The Klamath Tribes will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by The Klamath Tribes.

SEC. 1.14 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 137-049-0280 offer submissions, alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.15 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the Procurement Specialist that the product offered meets the IFB specifications and that other requirements of the IFB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, The Klamath Tribes reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the IFB requirements. The requirement for such supplemental information will be at the reasonable discretion of The Klamath Tribes and may include the requirement that a bidder will provide a sample product(s) so that The Klamath Tribes can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by The Klamath Tribes, will cause The Klamath Tribes to consider the offer non-responsive and reject the bid.

SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the IFB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the IFB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, approximately **APRIL 22, 2025**, for approximately **45 days** until completion.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the Procurement Specialist or person appointed by the Department of **Housing**.

SEC. 2.03 CONTRACT FUNDING

Indian Health Services, estimates a budget of between **\$22,000** and **\$25,000** dollars for this contract. Bids priced at more than **\$25,000** will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this IFB, The Klamath Tribes and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the Procurement Specialist will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the Procurement Specialist via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, The Klamath Tribes will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per 137-049-0910.

The contractor will not commence additional work until the Procurement Specialist has secured required tribal approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.06 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Oregon business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause The Klamath Tribes to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Oregon, they will not be required to hold an Oregon business license.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location the work is to be performed, completed and managed is at 33557 Witam Bluff Dr., Chiloquin, Oregon 97624.

The Klamath Tribes WILL NOT provide workspace for the contractor. The contractor must provide its own workspace.

The contractor should include in their bid price: transportation, lodging, and per diem costs sufficient to pay for person(s) to make trip(s) to Chiloquin, Oregon. Travel to other locations will not be required.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the Procurement Specialist in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause The Klamath Tribes to reject the bid as non-responsive, or cancel the contract.

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, The Klamath Tribes may inspect those areas of the contractor's place of business that are related to the performance of a contract. If The Klamath Tribes makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

The scope of work under this contract will include: the installation of a new septic system with a concrete septic tank and a 150 LF equal distribution gravel absorption drainfield. Work shall be performed according to the attached site drawings and technical specifications. A pre-proposal site visit is recommended but not required. All site visits shall be coordinated with the Project Manager. The request for pricing is to establish unit cost prices and payment will be based on actual quantities installed.

A. GENERAL

A.1. Work Execution Requirements

1. The contractor is responsible for determining the exact location of any and all utilities. The contractor is responsible for protecting utilities from damage during construction.
2. All debris generated during construction shall be removed from site.
3. All areas disturbed by construction activities shall be restored to the condition prior to construction.
4. A minimum of five days of continuous dry weather conditions is required prior to commencing work, unless explicitly waived by the project manager.
5. The contractor shall notify the Project Manager and receive written approval from the Project Manager *prior* to installing material quantities in excess of those specified on the price schedule.
6. Variation from this approved statement of work and specification requires *prior* written approval from the Project Manager for this contract.
7. The contractor shall keep the IHS Project Manager notified and advised of all work to be done or work in progress 1 week in advance so that proper inspection can be performed.
8. All work is subject to inspection by the IHS Project Manager or their representative.
9. All work is to follow Occupational Safety and Health Administration and other specified regulations.
10. The contractor shall provide a warranty of one year for all work completed in project, from date of substantial completion.

A.2. Technical Requirements

1. Work under this contract shall be performed in compliance with the codes, references, and standards listed below. If conflicts exist between these references, consult the IHS PM for direction.
 - a. Oregon Administrative Rules (*Chapter 340-Division 71- Onsite Wastewater Treatment Systems; ORS 454- Sewage Treatment and Disposal Systems*).
 - b. This project is subject to the Davis-Bacon Act; prevailing wages *do* apply.

A.3. Submittals

1. Pre-Construction
 - a. Material Details/Specifications/Product cut-sheets for the following:
 - 1) Septic Tank
 - 2) Effluent Filter
 - 3) Distribution Box

2. Post-Construction

- c. Certified Payroll
- d. As-built record drawing
- e. Construction installation photos (upon request by PM)
- f. Equipment O&M Manual and Warranties

B. INSTALLATION OF NEW SEPTIC TANK

B.1. The contractor shall install a new pre-cast concrete septic tank to replace the existing steel tank.

- 1. The new tank and accessories shall be compatible with and installed per ODEQ Construction Standards 340-073-0025.
- 2. Payment shall be lump sum for complete installed and connected septic tank and accessories.

B.2. Septic Tank shall be precast 1,500 gallons with two compartments. Each compartment shall have an access manhole.

- 1. Tank shall have 4-inch PVC inlet and outlet tees. Outlet shall be compatible with effluent filter.

B.3. Grade over tank to promote positive drainage away from top of tank.

B.4. Connect tank inlet line to existing sewer service line.

- 1. Coupling shall be compatible with existing sewer service line material, which shall be field verified by contractor.

B.5. Tank shall have water-tight risers and gasketed cover over each access manhole.

- 1. Terminate access cover 6-inches above finished ground surface.

B.6. Tank outlet tee shall have an effluent filter with 1/16-inch opening. Effluent filter handle must be accessible from the ground surface.

B.7. Perform leakage test of tank. After tank install, ensure tank has water in it before leaving the site.

- i. Leaking tanks shall be repaired or replaced at the contractor's expense.

C. REMOVAL AND DISPOSAL OF EXISTING SEPTIC TANK

C.1. The contractor shall remove and dispose of the existing steel septic tank.

- 1. Payment shall be lump sum for removal, disposal, and backfill of existing septic tank.

C.2. Pump tank prior to abandonment. Dispose the contents in accordance with state requirements.

C.3. Remove tank, pipes, plumbing, risers, and legally dispose of off-site.

D. INSTALLATION OF GRAVEL ABSORPTION DRAINFIELD

D.1. The contractor shall install a 150 LF equal distribution gravel absorption drainfield in between the existing drainfield lines.

- 1. The contractor shall field locate the existing drainfield lines prior to starting construction.
- 2. Payment shall be based on lineal feet of gravel drainfield installed. Including installation, media, filter fabric, perforated pipe, distribution/drop boxes, and effluent sewer pipe.

D.2. Install effluent sewer pipe from tank outlet to the beginning of the drainfield.

1. Effluent sewer shall be SDR 35 PVC ASTM D3034.
 - a. Join effluent sewer to tank outlet with compatible coupling. Joint shall be made outside of tank bury zone (to avoid separation from settling).

D.3. Replace existing distribution box in existing effluent header.

1. New distribution/drop boxes shall be concrete or injection molded HDPE and include speed levelers on outlets.
2. Install risers as needed such that covers of distribution/drop boxes are even with the ground surface.

D.4. Install gravel drainfield lines in between existing lines.

1. Field locate then cut and cap existing drainfield trenches to abandon in place.
2. Install trenches to a depth between 18 and 36-inches.
 - a. Rake all smeared or compacted surfaces of sidewalls and bottoms and remove loose material before gravel is placed.
 - b. Backfill and mound trench to 3 inches above existing grade.

E. HOMEOWNER O&M TRAINING

E.1. The contractor shall provide product manuals for all equipment and components installed under this contract.

1. Payment shall be made lump sum for completion of training, product manuals, and red-line drawings.

E.2. The contractor shall provide onsite O&M training walk-through to the homeowner to include:

1. Regular use of the system and standard operating procedures.
2. Troubleshooting if the system is not functioning as it is supposed to.

E.3. Contractor shall schedule the homeowner O&M training walkthrough with the homeowner and project manager/engineer.

SEC. 2.11 F.O.B. POINT

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the state of Oregon. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by The Klamath Tribes.

The cost of shipping and delivery within Chiloquin, Oregon is to be included in the bid price. There will be no additional charge for shipping and delivery within Chiloquin.

SEC. 2.12 SHIPPING DAMAGE

The Klamath Tribes will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The Klamath Tribes will provide the contractor with written notice when damaged goods are received. The Klamath Tribes will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.13 DELIVERY TIME

Indicate, in the space provided on the Bid Schedule, the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver within **45** calendar days after the receipt of an order. Bids that specify deliveries in excess of **45** calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected.

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by The Klamath Tribes. The Klamath Tribes may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Klamath Tribes may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause The Klamath Tribes to terminate the contract. In this event, The Klamath Tribes may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this IFB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

SEC. 2.16 ESTIMATED QUANTITIES

The quantities referenced in this IFB are The Klamath Tribes estimated requirements and may vary more or less from the quantities actually purchased. The Klamath Tribes does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.17 CONTRACT PRICE ADJUSTMENTS

A contract resulting from this IFB will include the following price adjustment clause:

Producer Price Index (PPI): Contract prices will remain firm through **December 2026**.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received thirty (30) days prior to the contract renewal date. If the contractor fails to request a PPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after The Klamath Tribes receives their written request.

All price adjustments must be approved by the Procurement Specialist prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the Procurement Specialist.

SEC. 2.18 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the Procurement Specialist. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

SEC. 2.19 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 2.20 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, The Klamath Tribes shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the Procurement Specialist prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under ORS 279C.365 and 279C.385. 137-049-0200(b)(C(c))

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by ORS 671 & 701, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against The Klamath Tribes.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

All invoices produced by the contractor must contain the following information at a minimum:

1. **Project Number**
2. **Item/Work**
3. **Quantity**
4. **Unit**
5. **Price per unit**
6. **Total**

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The Klamath Tribes will make payment after it receives the goods or services and Indian Health Services reimbursement. Questions concerning payment must be addressed to the ordering agency.

SEC. 3.02 PAYMENT FOR THE KLAMATH TRIBES PURCHASES

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to The Klamath Tribes, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the Procurement Specialist will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

The Tribal and Indian preferences are the most common preferences involved in the IFB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

- Buy Oregon- <https://www.oregon.gov/das/OPM/Pages/buy-oregon.aspx>
- Oregon Veterans Preference - <https://www.oregon.gov/das/HR/Documents/Veteran%20Preference%20Guide.pdf>

SEC. 4.03 TRIBAL AND INDIAN BIDDER PREFERENCE

A Tribal and Indian Bidder Preference of up to 15% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) Show at least 51% Klamath Tribes or Indian ownership, control and interest.
- 2) Certification by a federally recognized tribe(s);
- 3) Evidence of stock ownership, structure, management, control and financing affecting the Indian character of the enterprise;
- 4) Evidence that the individual or firm has the technical, administrative and financial capability to perform contract work of the scope, size and type involved; and
- 5) If the Tribes or prime contractor determines an applicant ineligible for Tribal or Indian Preference, it shall notify the applicant in writing before the contract or subcontract is awarded.

Tribal and Indian Bidder Preference Certification Form

In order to receive the Tribal and Indian Preference, the bid must include the Tribal and Indian Bidder Preference Certification Form. A bidder's failure to provide this completed form with their bid will cause The Klamath Tribes to disallow the preference. The Tribes' Indian preference qualification application will show evidence of 1, 2, and 3, which is required to be completed for a claim of Indian preference by an individual, firm or organization.

SEC. 4.04 PREFERENCE QUALIFICATION LETTER

Regarding the Tribal and Indian Preference, bidder must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause The Klamath Tribes to disallow the preference.

SEC. 4.05 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.06 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible bidder. In order to be considered responsive for a lot, bidders must bid on all items within the lot.

SEC. 4.07 CONTRACTOR SELECTION PROCESS

Once the contracts are established this selection process will be used. When The Klamath Tribes needs services the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, The Klamath Tribes will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located.

SEC. 4.08 NOTICE OF INTENT TO AWARD

After the responses to this IFB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. A copy of the Notice of Intent will be available to each company or person who responded to the IFB upon request. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Procurement Specialist. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Procurement Specialist does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 OREGON BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Oregon business license. However, in order to receive the Tribal and Indian Bidders Preference, a bidder must hold a valid Indian Enterprise Qualification Statement prior to the deadline for receipt of bids. Acceptable evidence that the bidder possesses a valid Oregon business license may consist of any one of the following:

- copy of an Oregon business license;
- certification on the bid that the bidder has a valid Oregon business license and has included the license number in the bid;
- a canceled check for the Oregon business license fee;
- a copy of the Oregon business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the bidder has applied and paid for the Oregon business license.
- Documentation showing at least 51% ownership, control and interest. (Reference Section 4.03)

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Oregon Statute and The Klamath Tribes procurement.

SEC. 5.02 AUTHORITY

This IFB is written in accordance with ORS279B.55 OAR 125-246-0170.

SEC. 5.03 COMPLIANCE

In the performance of a contract that results from this IFB, the contractor must comply with all applicable federal, state, and Tribal regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this IFB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this IFB, product brand names or model numbers specified in this IFB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

SEC. 5.06 CONTRACTOR SITE INSPECTION

The Klamath Tribes may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide The Klamath Tribes reasonable access to relevant portions of its work sites. Individuals designated by the Procurement Specialist at The Klamath Tribes expense will make site inspection.

SEC. 5.07 ORDER DOCUMENTS

Except as specifically allowed under this IFB, an ordering agency will not sign any vendor contract. The Klamath Tribes is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the Tribes under this IFB. Unless otherwise specified in this IFB, The Klamath Tribes Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this IFB.

SEC. 5.08 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause The Klamath Tribes to reject the bid as non-responsive, or cancel the contract.

SEC. 5.09 RIGHT OF REJECTION

Bidders must comply with all of the terms of the IFB, the State Procurement Code (ORS 279A,B,C), and all applicable local, state, and federal and tribal laws, codes, and regulations. The Procurement Specialist may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the IFB.

Bidders may not qualify the bid nor restrict the rights of The Klamath Tribes. If a bidder does so, the Procurement Specialist may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the IFB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or

- do not constitute a substantial reservation against a requirement or provision;
- may be waived by the Procurement Specialist.

The Klamath Tribes reserves the right to refrain from making an award if it determines that to be in its best interest.

A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.10 THE KLAMATH TRIBES NOT RESPONSIBLE FOR PREPARATION COSTS

The Klamath Tribes will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

SEC. 5.11 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of The Klamath Tribes and may be returned only at the tribe's option. ORS 192.311 to 192.478 2009 c.880 §3 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Public Records. To the extent that a Bidder's records used in Contract negotiations under ORS 279C.340 are public records, they are exempt from disclosure until after the negotiated Contract has been awarded or the negotiation process has been terminated, at which time they are subject to disclosure pursuant to the provisions of the Oregon Public Records Law, ORS 192.311 through 192.478.

SEC. 5.12 ASSIGNMENTS

Per ORS 279A.065, the contractor may not transfer or assign any portion of the contract without prior written approval from the Procurement Specialist. Bids that are conditioned upon the Tribes approval of an assignment will be rejected as non-responsive.

SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this IFB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this IFB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.14 DEFAULT

In case of default by the contractor, for any reason whatsoever, The Klamath Tribes may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

SEC. 5.15 DISPUTES

If a claim between parties concerning the contract itself, the contract shall control. If a claim between a contractor and subcontractor arises The Klamath Tribes will not intervene. Any dispute against The Klamath Tribes shall be sent in writing to the General Manager within seven (7) calendar days of discovery. Contractor must sign and indicate exact matter of claim.

SEC. 5.16 SEVERABILITY

If any provision of the contract or agreement is found to be invalid or declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 5.17 CONTRACT CANCELLATION

The Klamath Tribes reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the contractor. The Klamath Tribes is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.18 GOVERNING LAW; FORUM SELECTION

A contract resulting from this IFB is governed by the laws of The Klamath Tribes of Oregon. To the extent not otherwise governed by Section 5.15 of this IFB, any claim concerning the contract shall be brought only in the Superior Court of The Klamath Tribes and not elsewhere.

SEC. 5.19 SOLICITATION ADVERTISING

Public notice has been provided in accordance with OAR 125-247-0305.

SEC. 5.20 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the IFB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the IFB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the Procurement Specialist may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the Procurement Specialist in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Procurement Specialist.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the Procurement Specialist.
- **State's Ability to Make Changes:** The Klamath Tribes reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- A. S. Castro, 33557 Witam Bluff Dr., Chiloquin OR 97624 Site Drawing
- B. Measurement and Payment Form
- C. Original Septic Permit
- D. Septic Site Evaluation
- E. New Septic Permit

Bid Request dispursed via email on _____

Email Request for Information to: darcey.jones@ihs.gov

The Klamath Tribes REQUEST FOR PRICING/ORDER/INVOICE

DATE: _____ PRICING DUE: _____

TRIBAL CONTACT: **Ms. Hannah Ruiz**

TELEPHONE: **541-783-2219 ext. 118**

IHS CONTACT: **Ms. Darcey Jones 503-414-5532**

DESCRIPTION OF SERVICES: **Individual Septic Installation**

SITE NAME/LOCATION: **S. Castro Individual Septic Installation**

PO-23-D27A

Chiloquin, OR

PERFORMANCE TIME: **45 CALENDAR DAYS FROM NOTICE TO PROCEED**

DAVIS-BACON WAGE **Residential-Heavy**

DECISION: **General Decision Number: WD# OR20240052 7/19/2024**

www.wdol.gov

REQUEST FOR PRICING SECTION

INVOICE SECTION

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE	QTY INSTALLED	TOTAL PRICE	PROJ. MANAGER VERIFY INITIAL
	EXISTING WELL REHABILITATION							
1.	Mobilization/Demobilization	1	LS					
2.	Installation of New Septic Tank	1	LS					
3.	Removal and Disposal of Existing Septic Tank	1	LS					
4.	Installation of Gravel Absorption Drainfield	150	LF					
5.	Homeowner O&M Training	1	LS					

TOTAL PRICE QUOTE:

TOTAL DUE:

The contractor acknowledges receipt of the following documents that will be incorporated by reference into this agreement upon award. The documents are listed in order of precedence. In the event of a conflict among the documents, the requirements contained in the document listed first shall govern.

1. Site drawing (attachment a)
2. Measurement and Payment (attachement b)
3. Original Septic Permit (c) 4. Septic Site Evaluation (d) 5. New Septic Permit (e)

CONTRACTOR: _____

DATE: _____

SIGNATURE: _____

PHONE: _____

CONTRACTOR REQUEST FOR PAYMENT: THE CONTRACTOR PRESENTS A RELEASE OF ALL CLAIMS AGAINST THE TRIBE ARISING BY VIRTUE OF THIS CONTRACT, OTHER THAN CLAIMS, IN STATED AMOUNTS, THAT THE CONTRACTOR HAS SPECIFICALLY EXPECTED FROM THE OPERATION OF THE RELEASE. ***Contractor to fill out the 'INVOICE SECTION' above and sign below.**

SIGNATURE: _____

DATE: _____

Tribal Contribution Request to IHS: Tribal Rep review ktr invoice + sign in this section. I have inspected this work and it is complete in accordance with the contract requirements. The estimated quantities above are accurate. The Tribe requests a contribution from IHS for this work in the following amount:

Construction: \$ _____

Contract Admin (__ %) \$ _____

Total Contribution \$ _____

(Hannah Ruiz)

TRIBAL CONTRACTING OFFICIAL SIGNATURE / DATE

Tribal Contract Award/Notice to Proceed:

Enter Contractor's NTP date here for this contract _____

Hannah Ruiz
PRINT TRIBAL CONTRACTING OFFICIAL

SIGNATURE / DATE

* - - Property Data Selection Menu -
 Owner: CASTRO STEWART L JR & PETRA
 Prop ID : R247664 (Real Estate) (262193) 33557 WITAM BLUFF DR
 Map Tax Lot: R-3507-020BA-00800-000 CHILOQUIN, OR 97624
 Legal : IRISH BEND, BLOCK 4, LOT 13

Situs : 33557 WITAM BLUFF DR Year Built : 1983
 CHILOQUIN, OR 97624 Living Area: 1200

Name(s) :
 Area : 118

Sale Info : 2016 Roll Values
 Deed Type : 01 RMV Land \$ 34,060 (+)
 Instrument: 12-002653 RMV Improvements \$ 119,260 (+)
 2016 Tax Status * No Taxes Due * RMV Total \$ 153,320 (=)
 Current Levied Taxes : 1,078.49 Total Exemptions \$ 0
 Special Assessments : 66.25 M5 Net Value \$ 153,320
 M50 Assd Value \$ 116,640

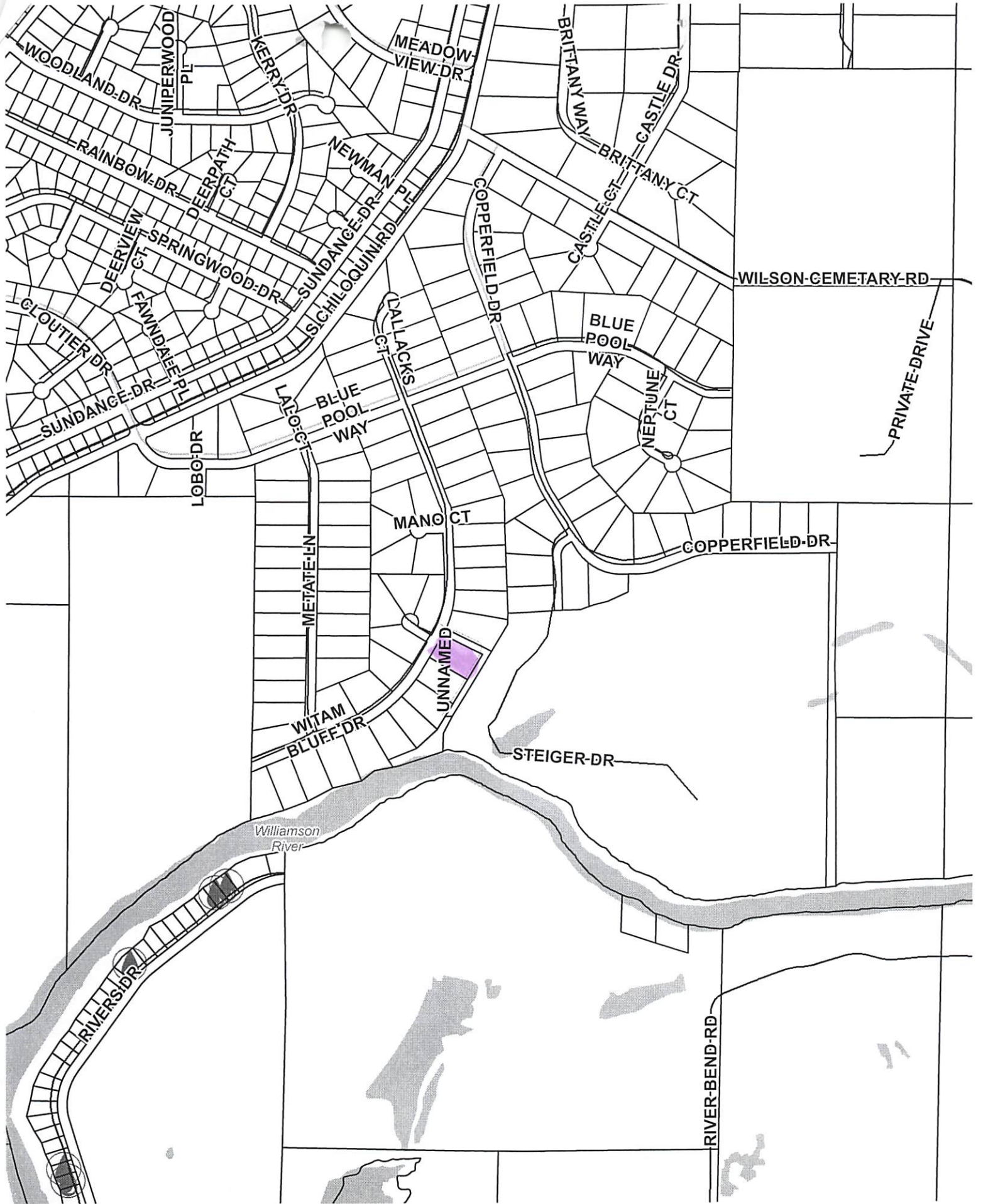
(AD) Alt Disp	(Y) primary	(SE) condary	(L)and/Impr
(G)en Appr	(O)wnership	(H)istory	(.) More

Enter Option from Above or <RET> to Exit: __

EXCAVATING SEPTIC NO PERMITS ON FILE

*Please do a complaint
 + dump!*

483-17-000196-Turn



WOODLAND-DR

JUNIPERWOOD PL

KERRY-DR

MEADOW-VIEW-DR

BRITANNY-WAY

CASTLE-DR

RAINBOW-DR

DEERVUE CT

DEERPATH CT

NEWMAN-DR

SUNDANCE-DR

COPPERFIELD-DR

CASTLE-GT

BRITANNY-CT

WILSON-GEMETARY-RD

GLOUTIER-DR

FAWDAEE PL

SPRINGWOOD-DR

SUNDANCE-DR

S-CHILLOQUIN-DR

LALACKS CT

BLUE POOL WAY

NEPTUNE CT

SUNDANCE-DR

LOBO-DR

METATE-LN

BLUE POOL WAY

MANO CT

COPPERFIELD-DR

PRIVATE-DRIVE

UNNAMED

WITAM BLUFF-DR

STEIGER-DR

Williamson River

RIVERS-DR

RIVER-BEND-DR

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

NE1/4 NW1/4 SEC. 20 T.35S. R.07E. W.M.

KLAMATH COUNTY

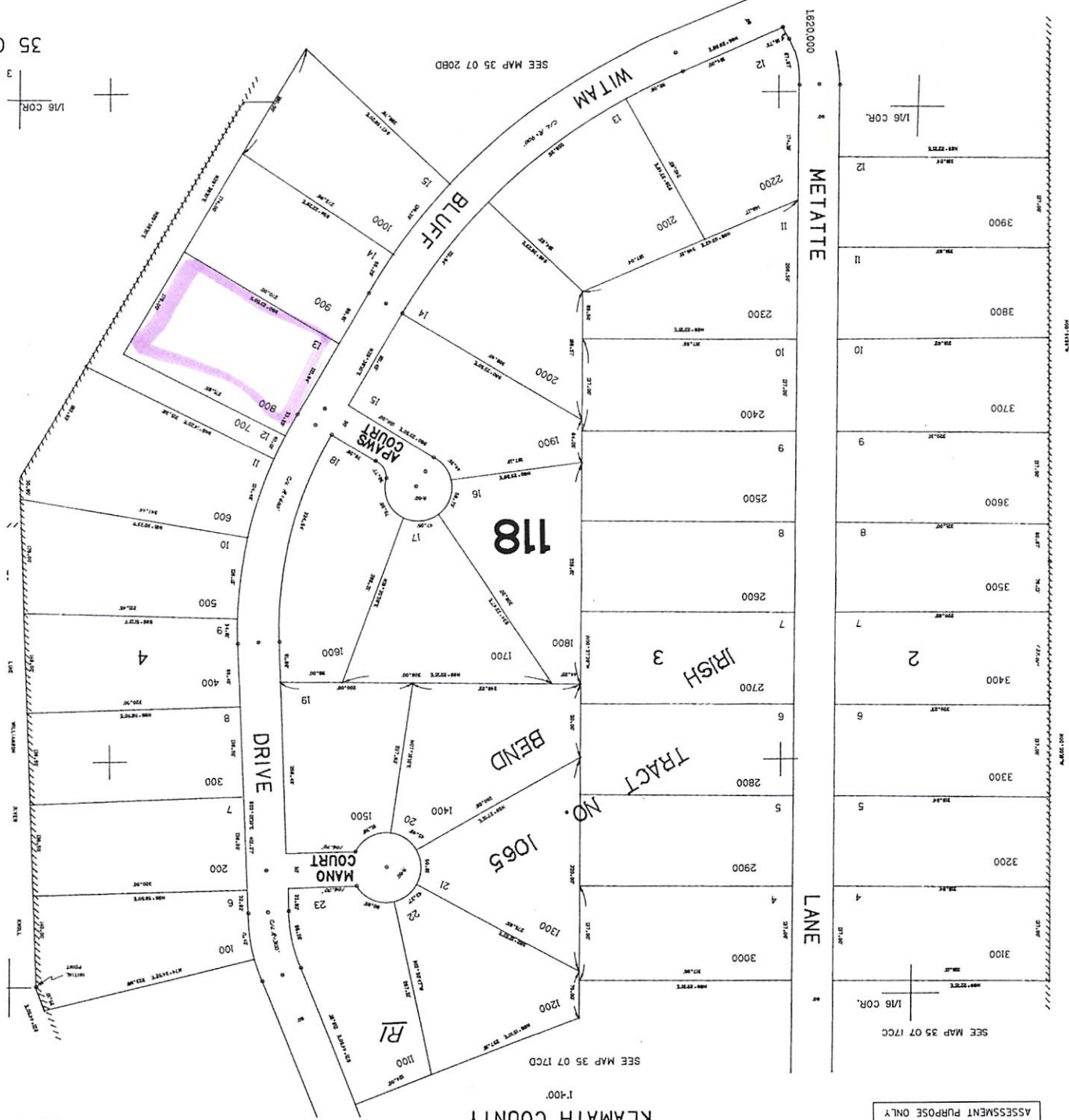
1"=400'

SEE MAP 35 07 17CD

35 07 20BA

CANCELLED NO. 900U-12

35 07 20BA



SEE MAP 35 07 20

SEE MAP 35 07 17CC

SEE MAP 35 07 20BD

AINFIELD INSPECTION REQUEST

DATE 11/11/79

PERMIT # 596-X EXPIRES 10/29/79

NAME Marm Jeevey

ADDRESS OF PROPERTY L 13 B 4 - Irish Bend

INSTALLER Carl Stanfield

DAYS END ON 11/8/79

REMARKS:



12
13
14
15

STATE OF OREGON
Norm DEPARTMENT OF ENVIRONMENTAL QUALITY

Property Owner SEVEY
T. 35 R. 7 Sec. 17 Tax Lot/Acct. No. _____
Loc./Road LIB BLK 4 IRISH Bend

Permit Number No 596-X
Expiration Date 10/27/80
Issued By RJR

PERMIT

[NOT TRANSFERABLE]

New Construction of

Repair of

Connection of

Alteration of

A SUBSURFACE SEWAGE SYSTEM

All work to conform to Oregon Administrative Rules Chapter 340 71-030. Work shall be done by property owner or by Licensed Sewage Disposal Service.

[MAKE NO CHANGES IN LOCATION OR SPECIFICATIONS WITHOUT WRITTEN APPROVAL]

SPECIFICATIONS

Tank size 1000 gallons. Disposal trenches _____ Square ft. 150 Lineal ft.
Maximum trench depth 36" Minimum trench depth 18"
 Loop Equal Serial Distance between lines on center 10'
Total rock depth 12" Below pipe 6" Above pipe 2" Rake sidewalls
Special Conditions. **[Follow Attached Plot Plan]** _____

PRE-COVER INSPECTION REQUIRED - CONTACT:

884-2747

POST ON SITE

NOV 15 1950
D.O.T.
80

13 RT 2
14
15
16
17
18
19
20

13 RT 2

120

1000

881-2041

1000

STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
SUBSURFACE SEWAGE SYSTEM
CERTIFICATE OF SATISFACTORY COMPLETION

Property Owner Norm Sevey Permit Number 596-X

T. 35S R. 7E Sec. 17 Tax Lot/Acct. No. _____ Date of Final Insp. 11-29-79

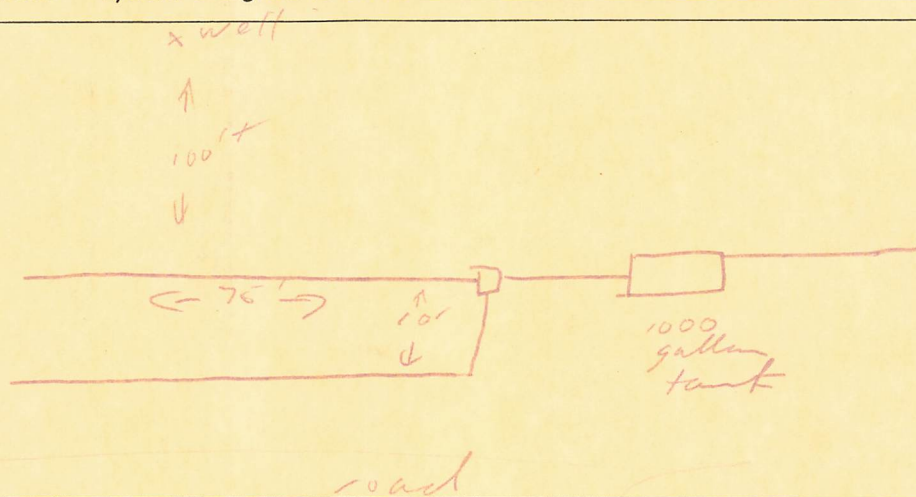
Loc./Road Irish Bend Block 4, Lot 13 Approved By Tom Smith

Installer Carl Stanfield Title Sanitarian

Disposal Trenches: ----- Square Ft. 150 Lineal Ft.

Tank Size: 1,000 Gallons. System Designed to Serve a three-bedroom dwelling

Plot Plan:





FOR OFFICE USE ONLY

STATE OF OREGON
Department of Environmental Quality

FOR OFFICE USE ONLY

Date Test Holes Ready

Date Rec'd
Date Completed
Required Fee
Receipt No.
Control No.

APPLICATION FOR:

- Site Evaluation Report
Permit to Construct On-Site Sewage Disposal System
Permit to Repair On-Site Sewage Disposal System
Permit for Alteration of On-Site Sewage Disposal System
Permit Renewal
Authorization Notice
Other (Specify) System installed in 1979
Never been used

(Required fee and land use compatibility statement must accompany application)

FOR OFFICE USE ONLY:

PLOT PLAN REQUIRED
VICINITY OR TAX LOT MAP REQUIRED
TEST HOLES REQUIRED
LAND USE COMPATIBILITY STATEMENT
ATTACHED ...

ADDITIONAL ITEM(S) REQUIRED: Building permit copy

For Applicant's Use - (Please Print)

R.G. McDonald
Property Owner's Name
35 17 17
Township Range Section
Wash Bend 13
Subdivision Name Lot No.
4
Tax Lot/Acct. No. Block No.
Klamath
County
1.2 acres
Lot Size
Well
Private Water Supply, Specify Type
2 bdrm
Single Family Residence - Number of Bedrooms
Other - Specify
Directions to Property: Witham Bluff Drive

By my signature, I certify that the information I have furnished is correct, and hereby grant the Department of Environmental Quality and its authorized agent permission to enter into the above described property for the purpose of this application.

James D. Hughes
Signature

4-20-83
Date

- Owner
Authorized Representative
S.D.S. License No.

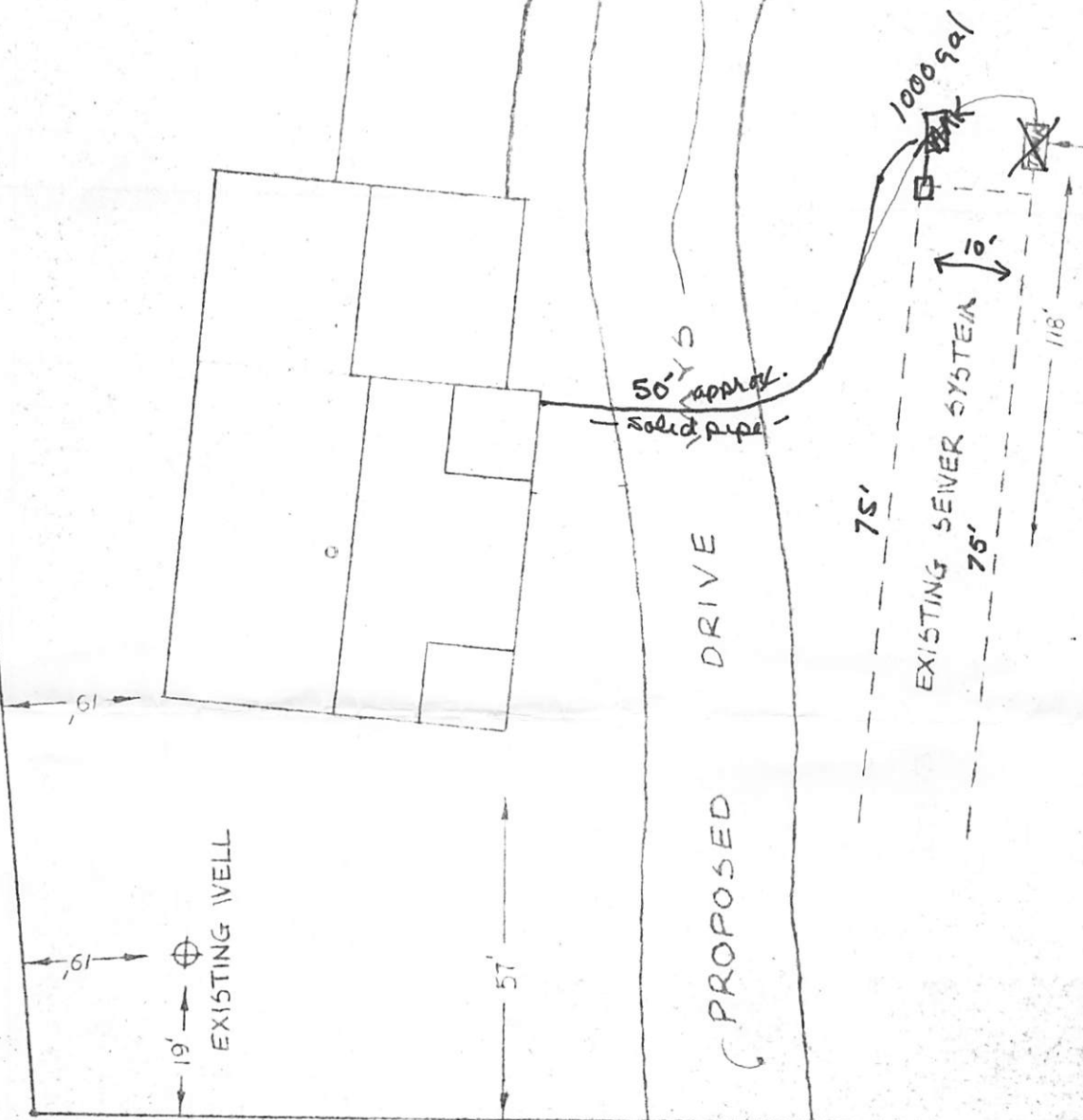
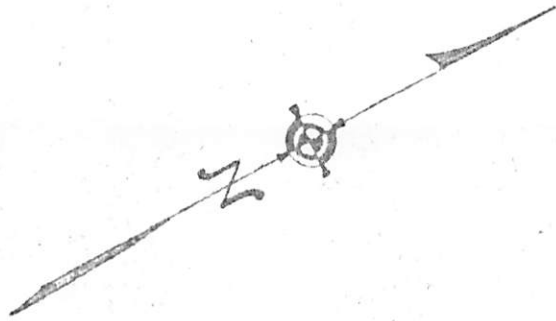
Owner's Mailing Address
RICHARD J. & JEWELL McDONALD
ROUTE 1, BOX 1459
CHILOQUIN, ORE. 97624
Phone

Applicant's Mailing Address (if different)
JAMES D. HUGHES
TENNANT RT. BOX 19
MACDOEL, CAL. 96058
Phone 916-398-4464

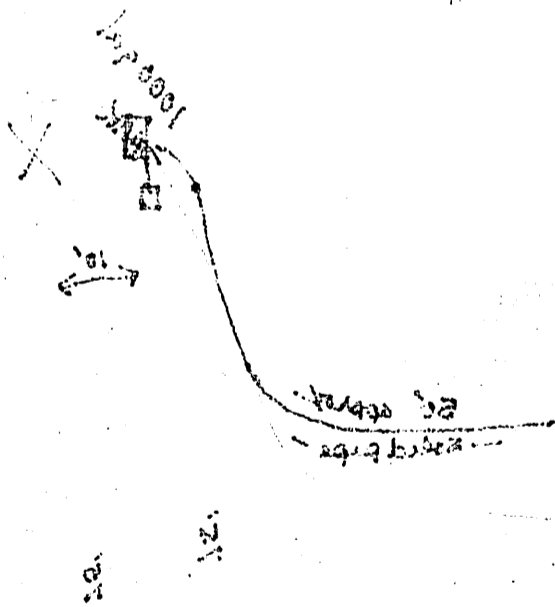
30

270.00

271.85



121.34



Date Rec'd 1-19-79 Amt. Rec'd \$ 40.00
 Receipt No. 15205 Permit No. 596-X
 Date Appl. Completed _____
 Site Inspection Date _____
 Approved _____ Disapproved _____
 Pre-Cover Inspection Date _____

APPLICATION FOR SUBSURFACE SEWAGE DISPOSAL SYSTEM
 (NON-REFUNDABLE FEES MUST ACCOMPANY THIS APPLICATION)

1. Site Evaluation Report for New System (\$120.00)
2. Permit to Construct New System (\$40.00) (Site Evaluation (No. 1) Required)
3. Permit to Repair Malfunctioning System (\$25.00)
4. Permit to Construct New or Altered Structure to Existing System (\$25.00)
5. Permit to Construct Mobile/Modular Home to Existing System (\$25.00)
6. Permit Renewal (\$10.00 & \$25.00)
7. Existing System Evaluation (\$40.00)
8. Other (Specify) _____

REFERENCE INFORMATION (Please Print)

NAME OF APPLICANT Norm Miller
 ADDRESS 5619 Lakewood Dr
 CITY R-7 ZIP CODE 97601
 PHONE _____

NAME OF PROPERTY OWNER _____
 ADDRESS _____
 CITY _____ ZIP CODE _____
 PHONE _____

PROPERTY DESCRIPTION

35 7 17
 Township Range Section
Irish Bend
 Subdivision/Area Tract
 Tax Lot/Account Number 4 13
 Block Lot Lot Size

PROPOSAL DESCRIPTION

PLANNED USE: House _____ Mobile/Modular Home _____ Commercial _____ Industrial _____ Other _____
 No. of Bedrooms _____ Water Supply _____ (Describe)

APPLICANT MUST PROVIDE

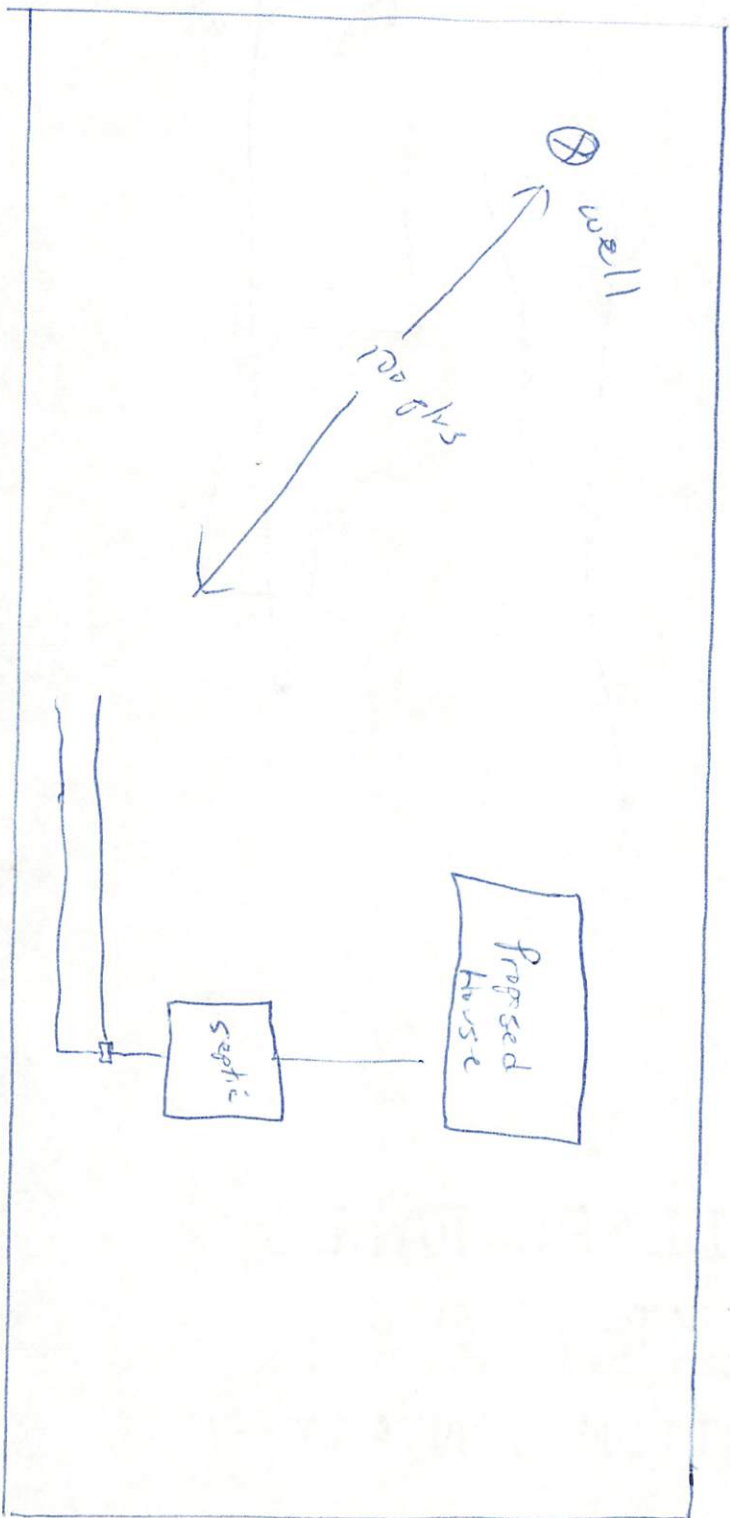
- Two 2'x4'x6' deep - 100' apart
1. Test Holes ~~xxxxxxx~~ Date Ready _____
 2. Zoning Approval (Except 1, 3, 6 and 7) you may attach a copy of your Zoning Permit or obtain the signature of the appropriate County, City or Indian Planning Commission.
 Signature and Name of Zoning Agency _____
 3. Plot Plan.
 4. Other _____

DIRECTIONS TO SITE: (A Map Would Help)

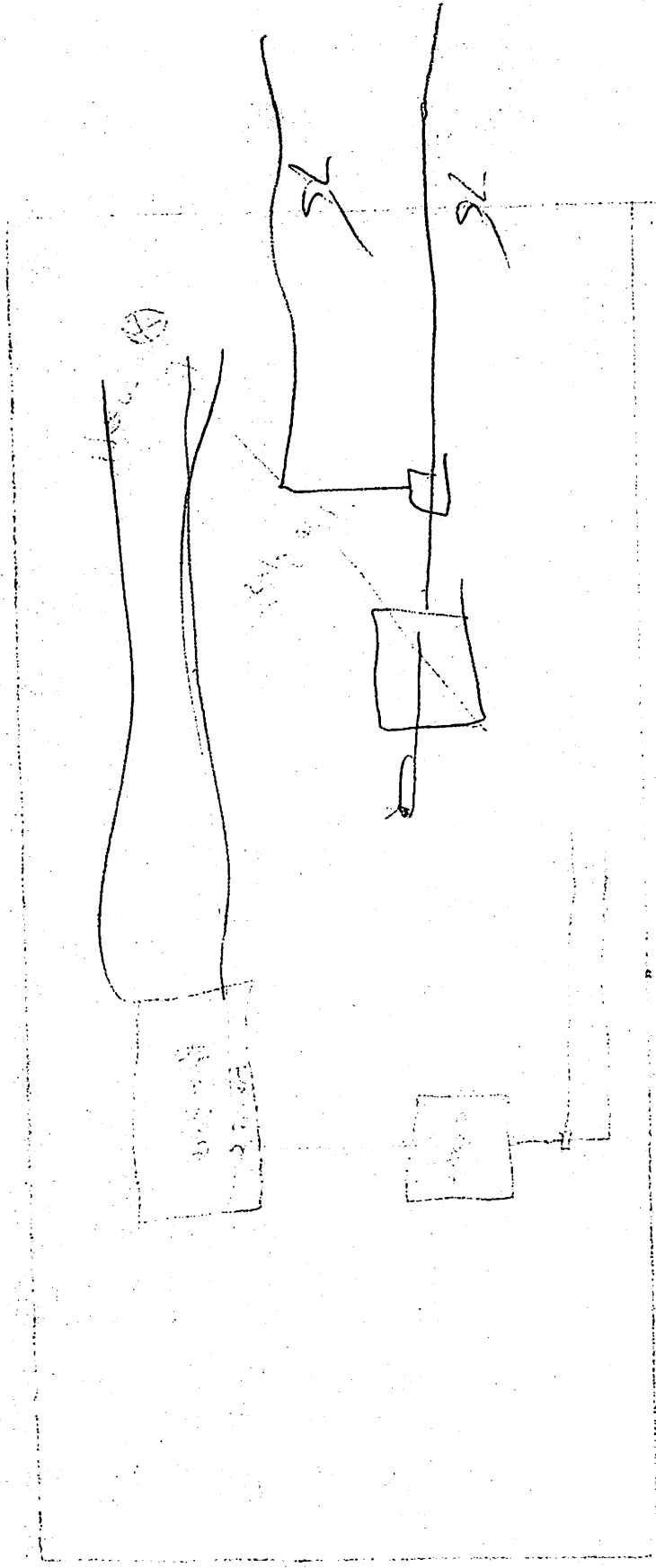
SIGNATURE Norma Langfield DATE 1-29-79
 (Contract Purchase/Owner/Installer)

30

Norm Sevy
Lot 13, B1K 4
Tract 1265
Irish Bend



Handwritten notes at the top of the page, including the date "01/11/2001" and some illegible text.



Handwritten signature or name, possibly "X well".

SITE EVALUATION FIELD REPORT

Parcel Number: **R-3507-020B0-00800-000** Parcel size: **1.04 ACRES**

Location: **33557 WITAM BLUFF DR, CHILOQUIN**

Applicant/Owner: **STEWART & PETRA CASTRO**

Mailing Address: **33557 WITAM BLUFF RD, CHILOQUIN OR 97624**

Evaluation Date: **11/21/2024** Evaluator: **Sarah R. Hill, REHS**



Depth	Texture	Color	Notes on mottling, roots, structure, layer limiting effective soil depth, amount of rock, etc.
Test Pit #1			
0-6"	SL	10YR 3/2	2MSBK; TURF/DUFF; M1, M2, M3;
6-60"	SL	10YR 3/3	2MSBK; C1, C2, C3;

RECOMMENDED SYSTEM

****THIS IS REPLACEMENT SYSTEM**

Bedrooms: **EXISTING 3-BDRM SFD**

System: **STANDARD**

Tank volume: **1000-GALLON** Design Flow: **450gpd**

System Sizing: **50** /150gallon Disposal Field Size: **150** linear feet

Initial Distribution: **EQUAL** Depth Absorption Facility Max/Min: **36/18** inches

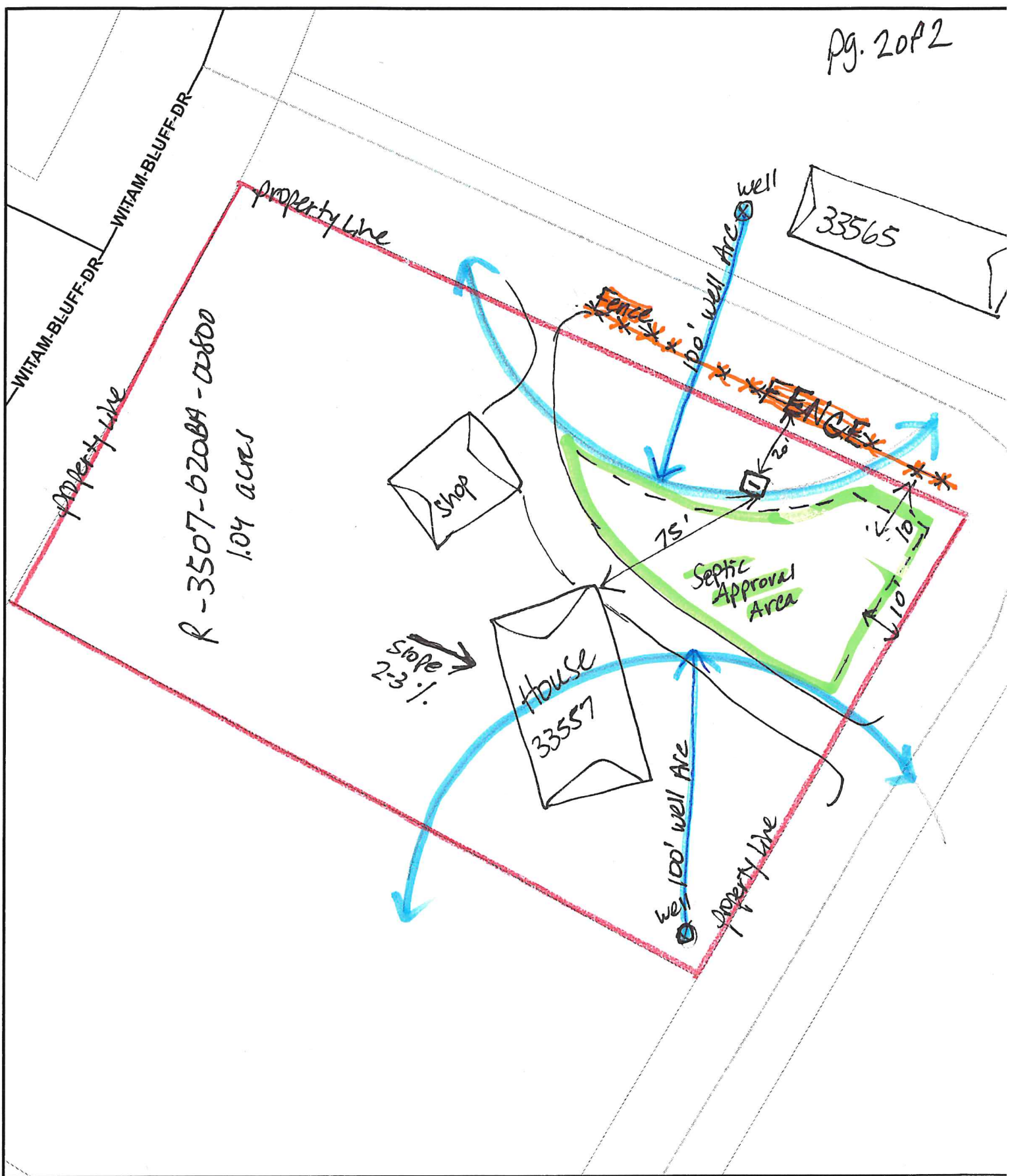
Site Notes: **EXISTING WELL, MAINTAIN WELL SETBACKS; MAINTAIN WELL SETBACKS FROM NEIGHBOR WELL;**

Slope: **2-3%**

Aspect: **E**

Groundwater: **NONE NOTED**

Special Conditions: **RODENT PROOF MEDIA REQUIRED; DEQ APPROVED MATERIALS ONLY; SYSTEM SIZED OFF TABLE 4 CURRENT CODE, SOIL GROUP A, SOIL DEPTH 60-INCHES; SEE PAGE 2 FOR MAP OF SEPTIC APPROVAL AREA;**



Klamath County

Septic Approval Area map

Date Printed: 11/21/24

N
S. Hill

This map is for planning purposes only. This map has been prepared for internal use by Klamath County only. Accuracy and completeness is not guaranteed to any other agency, public or private.



Klamath County
 305 Main Street
 Klamath Falls, OR 97601
 541-883-5121
 Fax: 541-885-3644

Septic Permit

Repair (Major) - Residential - New

483-24-000969-PRMT

Website:
klamathcounty.org/depts/cdd/septic/

Date issued: 1/7/25	Expiration date: 1/7/26
Work description: MAJOR REPAIR WITH TEST HOLES	

Applicant: CASTRO STEWART L JR & PETRA E Address: 33557 WITAM BLUFF DR CHILOQUIN OR 97624 Phone: 541-892-8376 Email: guycastro@yahoo.com Business License: N/A	Primary contractor: J&K Deese Excavation LLC Installer/Pumper License: 38677 Address: 700 Main Street Suite 204A Klamath falls OR 97601 Phone: 5412815200 Email: jnkxcav8ion@aol.com
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Owner: CASTRO STEWART L JR & PETRA E Address: 33557 WITAM BLUFF DR CHILOQUIN OR 97624 Parcel: R-3507-020BA-00800-000 - Primary	Property address: 33557 Witam Bluff Dr, Chiloquin, OR 97624 Township: 35 Range: 07 Section: 20
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Lot size: 1.04 ACRES	Water supply: Well	
Zoning: R-2	City/County/UGB: County	
Land use approval: REPLACEMENT SYSTEM	County: N/A	
Accessory Dwelling Unit: No		
Action: New	Type of application: Repair (Major) - Residential	
System failing: N/A	Septic tank last pumped: N/A	
Comments: EXISTING WELL AND NEIGHBORING WELLS, MAINTAIN 100-FT SETBACKS;		
Directions to property: 33557 WITAM BLUFF, CHILOQUIN;		

Category of construction: Residential

	Existing	Proposed
Use of structure:	3-BDRM SFD;	N/A
Number of bedrooms:	3	N/A

System Specifications

Type: Standard	ATT description: N/A	
Max peak design flow: 450 gpd.	Proposed flow: N/A	
Min septic tank volume: 1000 gal.	Min dosing tank volume: 0 gal.	
	Sand filter sqft: 0	
Special tank rqmts: DEQ APPROVED MATERIALS; MAINTAIN CURRENT CODE SETBACKS; WATERTIGHT TEST NEW TANK AFTER INSTALL; SUBMIT DECOMMISSION FORM ON OLD TANK;		

Drain Field Specifications

Drain field type: Standard	System distribution Ttpe: Equal	
Drainfield sizing: 50 linear ft.	Distribution method: Equal	
Seepage bed specs: N/A;	Bottomless sand filter sqft: 0	
Media type: Other - Indicate Product/Manufacturer	Media depth: 12 in.	
Media type description: RODENT PROOF MEDIA;		
Trench length: 150 linear ft.	Rock above pipe: 2 in.	

CALL BEFORE YOU DIG...IT'S THE LAW

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth by Oregon Administration Rules. You may obtain copies of the rules by calling the center. (Note: The telephone number for the Oregon Utility Notification Center is 1-800-332-2344.)

Date issued: 1/7/25	Expiration date: 1/7/26
Work description: MAJOR REPAIR WITH TEST HOLES	

Total rock depth:	12 in.	Rock below pipe:	6 in.
Max depth:	36 in.	Undisturbed soil between trenches:	8 ft.
Min depth:	18 in.	Capping fills-min depth of fill material:	0 in.

Special Requirements

Stake out required:	No		
Groundwater type:	Not Applicable	Groundwater depth:	0 in.
Groundwater interceptor:	N/A	Groundwater interceptor depth:	0 in.
Groundwater interceptor drain media amt:	0 in.		
Other special rqmt:	RODENT PROOF MEDIA; DEQ APPROVED MATERIALS; MAINTAIN CURRENT CODE SETBACKS; THIS REPLACEMENT SYSTEM SIZED OFF TABLE 4 CURRENT CODE, SOIL GROUP A, SOIL DEPTH 60-INCHES;		

Date issued: 1/7/25**Expiration date:** 1/7/26**Work description:** MAJOR REPAIR WITH TEST HOLES

This onsite septic permit does not cover the sanitary sewer (the sewer pipe from the house to the septic tank). The building department inspects the sanitary sewer. Approval of the septic system for cover does not include the sanitary sewer. Covering the building sewer is illegal and will need to be uncovered for inspection.

This Construction-Installation Permit authorizes the property owner to construct an onsite wastewater system specified above.

Rules, Approved Material Listing; and Database of Licensed Installers can be accessed at:
<http://www.deq.state.or.us/wq/onsite/onsite.htm>

General Conditions And Requirements For All Permits: Onsite Construction-Installation Permits are valid for one year from the date of issuance. The expiration date is noted on this permit. Renewal of a permit may be granted if an application for permit renewal is received before the permit expiration date. Reinstatement of a permit may be granted if an application for permit reinstatement is received within one year after the permit expiration date. Transfer of a permit from the permittee to another person may be granted if an application for permit transfer is received before the permit expiration date and no other changes to the permit are necessary.

Installation Requirements: The drainfield must be installed in undisturbed native soil. No alterations of the natural site conditions such as soil removal or filling, or slope/topography alterations within the approval areas for both the initial and replacement systems are allowed, unless otherwise authorized by the Agent. Do not install system when soil moisture, high groundwater, adverse weather, or other conditions that could affect the quality of installation or reliability of the system are present. If such conditions are present and there is a need for sewage disposal at the site, the septic tank can be utilized as a temporary holding tank as outlined in 340-071-0160(9).

Inspection Requirements: The system installer and/or the permit holder must notify the permitting Agent when the construction, alteration, or repair of a system for which a permit was issued is completed (except for the backfilling or covering of the installation). The permitting agent has 7 days to perform an inspection of the completed construction after the official notice date, unless the permitting agent elects to waive the inspection and authorizes the system to be backfilled earlier. Receipt and acceptance of a completed Final Inspection Request and Notice form by the permitting agent establishes the official notice date of your request for the final inspection. Faxed copies are acceptable for inspection request purposes only. Originals must be received before a Certificate of Satisfactory Completion can be issued.

System Backfill Requirements: The system is to be backfilled or covered as follows: * Only after the permitting agent has approved the construction installation, * or the inspection has been waived * or the Certificate of Satisfactory Completion (CSC) has been issued by operation of law (where the inspection has not been conducted within 7 days of notification of completed installation).

Unless otherwise required, it is the system installer's responsibility to backfill the system within 10 days after inspection and issuance of the CSC. Backfill must be carefully placed to prevent damage to the system. The backfill must be free of large stones, frozen clumps of earth, masonry, stumps, waste construction materials, or other materials that could damage the system. Be sure that the untreated building paper, filter fabric, or other material approved by the agent is completely covering all drain media where required prior to backfill. The system can be connected to and placed into service once it has been properly backfilled and the CSC has been issued.

Initial and Replacement Areas — Protection: The installed subsurface absorption field and designated replacement areas must be protected and kept free of development such as roadways, covering with asphalt or concrete, filling, cutting, or other soil modifications.

Sarah Hill

On-Site Manager

1/7/25