

Muckleshoot Senior's Center- Double Oven Installation

Request for Proposal for Construction Services

Muckleshoot Indian Tribe

39015 172nd Ave SE

Auburn WA 98092

June 23, 2010

Bids due July 7, 2010 @ 11:00 am

Introduction:

The following is to serve as a Request for Proposal and outline of special requirements to secure competitive bids for the described work generally called **Muckleshoot Senior's Center- Double Oven Installation** for the Muckleshoot Indian Tribe (MIT), 39015 172nd Avenue SE, Auburn WA 98092. The intent is to enter into a Lump Sum contract with a single prime contractor for the work described below.

Pre-Bid Walk-Through & Communications:

Bidder's attendance of a mandatory walk through will be required prior to submitting a proposal. The walk through will be held on 6/25/10 @ 1:00 pm at the Muckleshoot Senior's Center, 39015 172nd Ave SE Auburn WA 98092. Please meet at the front entry. All questions regarding this project should be E-mailed to jon.hagwood@muckleshoot.nsn.us or contact via phone at 253-261-0406.

Description of Project:

Provide support and coordination to install a reconditioned Imperial Gas Convection Oven (model ICVD-2) in the Senior's Center kitchen. The supply / and installation of the oven and the associated hood will be by Monarch Trading Company. The cost of Monarch's work is to be incorporated into the successful bidder's contract. The contact for Monarch Trading is King Lee, 206-763-6161.

Scope of Work:

The scope of work includes all material, equipment, tools, labor as well as general expense and overhead costs. The scope of work described below is intended to be used in conjunction with that shown on the bid documents. If contradictory information is found, the higher standard will always apply.

1. **Demolition:** Carefully remove drywall and framing to allow for the exhaust ducting to be installed through the existing kitchen ceiling. Coordinate with Monarch to make a roof penetration where required. Protect adjacent finishes. The containment of dust is extremely important. Care must be exercised to only remove what is required for the installation of the hood and associated ducting.
2. **Framing / drywall:** Install framing and support as required for the hood installation. A curb must be installed at the roof. After the hood is installed repair dry wall and paint to match existing finishes. Install flashing at the roof penetration.
3. **Mechanical:** Install new gas line with shut off to oven location.
4. **Electrical:** Provide wiring and power to new exhaust hood. Relocate any wiring, outlets, fire alarm strobes required by the installation of the hood or associated ducting.
5. **Work Rules:** All work to be preformed when the kitchen is closed. Senior Center operating hours will be made available at the walk through. A building permit must be obtained from the Muckleshoot Indian Tribe's Planning Department. A state L & I permit will be required for the electrical work. Required inspections must be coordinated by the contractor to support the schedule.

Additional Clarifications:

1. The Contractor shall be licensed and bonded within the State of Washington, as shall all subcontractors.
2. The Owner reserves the right to interview, approve or reject any subcontractors proposed by the contractor.
3. Prior to commencing work, the contractor shall procure and maintain, at its own expense, until completion of the work, general liability and property damage of insurance (\$1,000,000.00 per occurrence, \$2,000,000 per aggregate). A certificate from the insurance company showing that the insurance is in force shall be submitted to the owner prior to commencing work. The Muckleshoot Indian Tribe shall be noted as the certificate holder.
4. No sales tax is to be included with the bid amount.
5. No payment and performance bond will be required for this project.
6. The Owner reserves the right to refuse any and all bids that are not responsive.
7. A contract will be issued for a not to exceed amount based on the budget information provided by the successful bidder.
8. Contract to be standard MIT Construction Contract for work under \$ 25,000.

Bid Documents: Imperial Gas Oven information sheet (Attachment # 1)
MIT Construction Contract for work under \$ 25,000. (Attachment # 2)

Schedule: All work to be complete by August 31, 2010. Contractors must schedule work to be performed when the kitchen is closed. Bidders must submit a construction schedule with their bid.

Proposal due Date, Delivery and Content Requirements

1. Proposals are to be delivered to Muckleshoot Indian Tribe (MIT), 39015 172nd Avenue SE, Auburn WA 98092, Attn: Kim Sharp @ Construction Office on or before 11:00 A.M. on July 7, 2010 in a sealed envelope. Project name and bidder's name must appear on the face of the envelope. Faxed, e-mailed, or unsealed bids will not be considered.
2. The bids will be opened on July 7, 2010 @ 11:15 am. Location to be in the MIT Construction Office conference room.
3. The format of the Bidder's proposal shall include:
 - Inclusions
 - Exclusions
 - Clarifications
 - Schedule

Base Bid - Numerically \$ _____
Base Bid – Written: _____

Signed By: _____ Its: _____

Print Name: _____ Date: _____

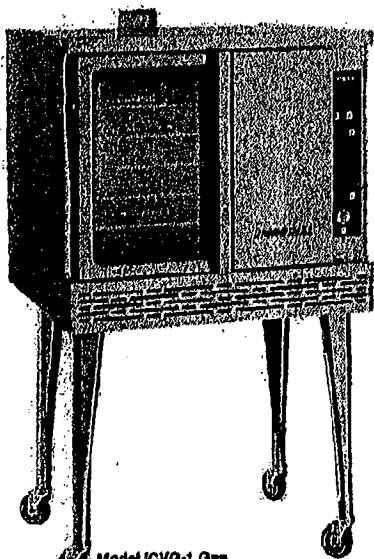


Project #: _____

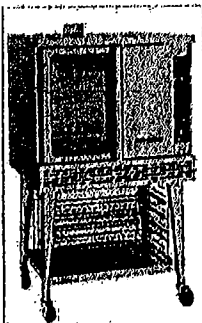
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AIA File #:

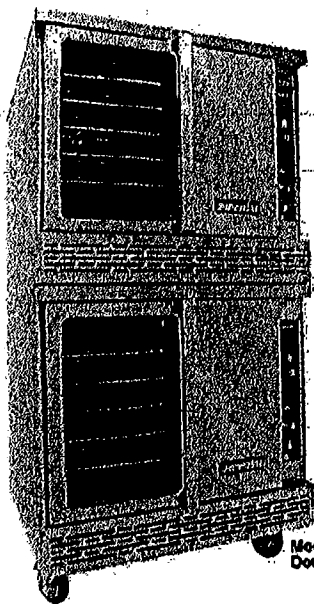
Imperial Turbo Flow Gas Convection Ovens



Model ICVG-1 Gas
Single Deck,
Standard Depth



Model ICVG-1 Shown with
optional s/s shell and
adjustable rack supports



Model ICVD-2 Gas
Double Deck, Bakery Depth

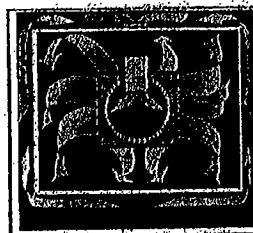


- Single Deck Models**
- ICVG-1 Standard Depth
 - ICVD-1 Bakery Depth

- Double Deck Models**
- ICVG-2 Standard Depth
 - ICVD-2 Bakery Depth

Imperial Turbo Flow Convection Ovens

- Stainless steel exterior; doors, front, sides, legs and top.
- 70,000 BTU/hr. (21 KW) oven for Standard depth ICVG series.
80,000 BTU/hr. (23 KW) Bakery depth ICVD series provides high production cooking and fast recovery.
- Rugged 1/2 h.p. – two speed motor for high volume or delicate baking.
- Manual controls and programmable control option available on all models.
- Large window and two interior lights for easy viewing of products being cooked.
- Single handle simultaneously opens both doors.
- Heavy duty 60/40 stainless steel doors.
- Double bearings on the top and bottom of each door. Four bearings per door extend the life of the door mechanism and eliminates side-to-side shaft movement to improve door pressure locking.
- Door chassis is designed to endure constant opening and closing. Handle is secured to a 10 gauge stainless steel door chassis, not to the door cover. Chassis transfers the force of the doors constant opening and closing to the rugged door shaft. System is located on the top and bottom of both doors.
- Model ICVG-1 includes stainless steel legs as standard. Stainless steel shell and adjustable rack supports are optional.
- One year parts and labor warranty.
- AGA and CGA design certified, NSF and CE listed.



Turbo-Flow provides even heat
throughout the oven

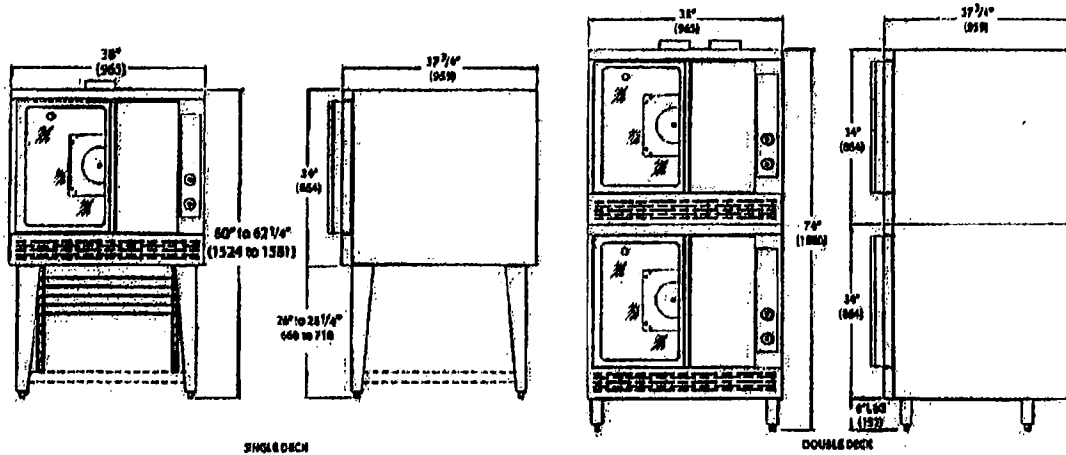
Specification #:

Imperial Commercial Cooking Equipment

1128 Sherborn Street ■ Corona, CA 92879 ■ 800.343.7790 ■ Ph: 951.281.1830 ■ Fx: 951.281.1879
 www.imperialrange.com ■ E-mail: Imperialsales@imperialrange.com

**Imperial Turbo Flow
 Gas Convection Ovens**

Specification #:



Model #	Description	Overall Dimensions			Total BTU	Total (KW)	Ship Weight	
		Width	Height	Depth			(Kg.)	Lbs.
Gas								
ICVG-1	Gas Single Deck, Standard Depth	38" (965)	60" (1524)	40 1/4" (1022)	70,000	(21)	(236)	521
ICVG-2	Gas Double Deck, Standard Depth	38" (965)	74" (1880)	40 1/4" (1022)	140,000	(41)	(455)	1005
ICVD-1	Gas Deck, Bakery Depth	38" (965)	60" (1524)	44 1/4" (1124)	80,000	(23)	(277)	611
ICVD-2	Gas Double Deck, Bakery Depth	38" (965)	74" (1880)	44 1/4" (1124)	160,000	(47)	(536)	1185

Note: For Cook and Hold computer control feature add the suffix "- H" for one oven or "- HH" if required for both ovens.
Crated Dimensions: Add 2" (51) to width; 7" (178) to depth; and 3" (76) to oven cabinet height.

Standard Exterior Specifications

Front, sides, doors, legs and top shall be stainless steel with welded and finished stainless steel seams. Rigid stainless steel legs shall have an easy-to-assemble mounting plate.

Oven shall have 1/2 HP, 1725 RPM blower motor (120VAC, 60 HZ - 1Ph) 5 amp draw. Unit shall be provided with 3-prong 6' (1829mm) power cord. Unit shall include five heavy duty chrome plated racks supported by 12 position chrome plated guides. Unit shall have a three-position switch for cooking or cool down; burner "on" indicator light; and one hour manual timer or optional programmable timer.

Thermostat shall be adjustable from 150°F to 500°F. (66°C to 260°C).

ICVG interior cavity dimensions shall be 29" w x 24" d x 24" h (737 x 610 x 610). ICVD interior cavity dimensions shall be 29" w x 28" d x 24" h (737 x 711 x 610).

Gas Requirements:

Manifold pressure: 5.0" W.C. Natural Gas

16.0" W.C. Propane Gas

Manifold size: 3/4" NPT

Input rating: 70,000 BTU/hr (21 KW) per oven ICV
 80,000 BTU/hr (23 KW) per oven ICVD

Electrical Requirements

120 VAC, 1ph, 60 Hz, 9 amps max. (per oven)
 Two speed motor - 1/2 h.p., 1725/1140 RPM.

Minimum Clearance

For use only on non-combustible floors with legs or casters; or 2 1/4" (57) overhang is required when curb mounted. 0" clearance from non-combustible sides and rear wall. Provide 6" (152) minimum clearance from combustible side walls and 0" from combustible wall at rear.

Certifications and Listings

■ AGA and CGA design certified, NSF and CE listed.



Options

- Stainless steel stand with bottom shelf and adjustable rack supports
- Stainless steel enclosure back
- Heavy duty 6" (152) swivel casters
- Stacking kit with 6" (152) stainless steel legs
- Cook and Hold computer control

AIA File #:

Imperial Commercial Cooking Equipment

1128 Sherborn Street ■ Corona, CA 92879 ■ 800.343.7790 ■ Ph: 951.281.1830 ■ Fx: 951.281.1879
 www.Imperialrange.com ■ E-mail: imperialsales@imperialrange.com

**AGREEMENT BETWEEN THE MUCKLESHOOT INDIAN TRIBE AND CONTRACTOR
FOR MINOR CONSTRUCTION WORK UNDER \$25,000**

THIS AGREEMENT is entered into on this _____ day of _____, by and between the Muckleshoot Indian Tribe, hereinafter called the Owner, and _____, contractor's license No. _____, hereinafter called the Contractor.

The Owner and Contractor agree as set forth below:

Article 1. Scope of Work

1.1 The scope of work for this Agreement is to provide

as described in Attachment A to this Agreement (the "Project").

Article 2. Time of Completion

2.1 The work to be performed under this Agreement shall begin on or before _____ and shall be substantially completed on or before _____. Time is of the essence.

Article 3. Guaranteed Maximum Price.

3.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of this Agreement _____ dollars (\$ _____) (Guaranteed Maximum Price), subject to additions and deductions pursuant to any authorized change orders as provided in the Contract Documents. The sum of the work under this Agreement is guaranteed by the Contractor not to exceed _____ dollars (\$ _____) subject to additions and deductions pursuant to any authorized change order as provided in the Contract Documents.

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6/23/10

Article 4. Payments.

4.1 Owner shall pay Contractor _____ dollars (\$ _____) upon the execution of this Agreement by both parties.

4.2 Contractor may submit an Application for Payment upon completion of fifty percent (50%) work along with a certification demonstrating that the work is fifty percent (50%) complete. Owner's Authorized Representative shall review the Application for Payment and certification and inspect, or cause to have inspected, the work to determine that the work is fifty percent (50%) complete. Upon the approval by Owner's Authorized Representative of the Application for Payment, Owner shall pay _____ dollars (\$ _____) within fifteen (15) days of approval by the Owner's Authorized Representative of the Application for Payment.

4.3 Contractor shall submit an Application for Final Payment, constituting the entire unpaid balance of the Agreement, along with a certificate demonstrating that the Work is complete. The Final Payment shall be made by Owner to Contractor within thirty (30) days after Contractor has submitted its final Application for Payment and approval of the Application by Owner's Authorized Representative, provided however, that the Final Payment shall not become due until after Contractor has submitted complete releases of all liens arising out of this Agreement, or receipts in full covering all labor, materials and equipment. No payments made to Contractor pursuant to the terms of this Agreement shall be construed as acceptance of any work or materials not in accordance with the Contract Documents.

Article 5 Termination or Suspension of Agreement

5.1 Owner may, at any time and without cause, suspend or terminate the work upon written notice to Contractor. Owner's liability shall be limited to payment of any work properly completed up to the time of suspension or termination.

5.2 Contractor may suspend work in the event that Owner improperly withholds any periodic or installment payment due under this Agreement without breach pending payment or resolution of the dispute.

Article 6 General Provisions

6.1 All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.

6.2 To the extent required by law, all work shall be performed by individuals duly

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licensed and authorized by law to perform said work.

6.3 Contractor may, in its discretion, engage subcontractors to perform work under this Agreement, provided that Contractor shall fully pay said subcontractors, and, in all instances, remain responsible for the proper completion of the work under this Agreement. Any subcontractor shall be bound by the terms of this Agreement.

6.4 All change orders shall be in writing and signed by both the Owner and Contractor.

6.5 Contractor warrants that it is adequately insured, including workers compensation insurance, for injury to its employees and others incurring loss or injury as a result of the acts of Contractor, its employees, its agents or its subcontractors. Contractor shall have adequate broad form commercial general liability insurance as appropriate for the work being performed satisfactory to Owner. Prior to beginning the Work, Contractor shall provide a certificate of insurance to Owner demonstrating that Contractor has the insurance described. Contractor shall defend, indemnify and hold harmless the Owner, its employees and agents against all loss, damage, liability, claims, lawsuit demands, or costs arising as a result of Contractor's activities during the course of construction. Contractor shall reimburse Owner for all costs reasonably incurred to defend the Owner against such claims through attorneys of the Owner's choice.

6.6 Contractor shall provide written documentation that Contractor is bonded in an amount satisfactory to Owner.

6.7 Contractor warrants that the work will be free of defects, faults or improper materials for a period of one year from the date of Owner's acceptance of the Work. Upon written demand by Owner, Contractor will immediately remedy all defects, faults or omissions, and complete all unfinished work. Contractor's obligations will not be affected by the issuance of a Certificate of Occupancy or acceptance of the work by Owner. Contractor will not be required to remedy damage caused by vandalism.

6.8 Contractor shall not be liable for any delay due to circumstances beyond its control including strikes or general unavailability of materials.

6.9 Owner's Authorized Representative is _____ for this Agreement.

6.10 Contractor's Authorized Representative is _____ for this Agreement.

6.11 The Contract Documents consist of this Agreement, including all exhibits to this Agreement, together with the Drawings and Specifications, which together form the entire Agreement. The Contract Documents represent the entire and integrated agreement between the Owner and Contractor, and supersedes prior negotiations, representations or agreements, either

CONTRACT BETWEEN MUCKLESHOOT
TRIBE AND _____ - 3

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written or oral. Nothing whatsoever in this Agreement or in the Contract Documents shall be construed as a waiver of the sovereign immunity of the Muckleshoot Tribe.

6.12 This Agreement shall be governed by the law of the Muckleshoot Tribe. All work performed by the Contractor are for the benefit of the Muckleshoot Tribe, and, when applicable, for delivery to the Muckleshoot Tribe on the Muckleshoot Indian Reservation.

6.13 In the event that payment for services under this Agreement is made from federal or state funds, Contractor shall abide by all applicable federal and state laws governing such funds. Any rights of the Contractor are subject to the limitations on, and availability of, such funds to Owner. Contractor shall, whether or not federal or state funds are involved, without additional expense to Owner, comply with all applicable laws and obtain all required licenses and permits necessary to execute the provisions of this Agreement. When working on the Muckleshoot Reservation, Contractor shall comply with all applicable tribal laws. Before commencing work, Contractor shall obtain all required tribal licenses and permits.

6.14 Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, religion, age, sex, national origin or handicap with regard to employment, promotion, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training. Notwithstanding the above, Contractor shall, to the extent permitted by federal law, provide preference in employment and subcontracting to enrolled members of the Muckleshoot Tribe and other Indians as well as enterprises or businesses wholly-owned by the Muckleshoot Tribe or its members.

6.15 Contractor agrees to maintain for inspection by Owner for three (3) years after Final Payment all books, records, documents and other evidence pertaining to the costs and expenses of this Agreement, to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, supplies and services, and other costs of whatever nature for which payment is claimed under provisions of this Agreement.

6.16 Contractor shall not assign its rights or obligations under this Agreement without Owner's consent.

6.17 Any failure of Owner to assert any claim or right at any time under this Agreement shall not waive Owner's right to assert any right or claim at a later time.

6.18 This Agreement is not effective until fully executed by the parties on the signature line below.

This Agreement entered into on the Muckleshoot Indian Reservation as of the day and year first written above.

CONTRACT BETWEEN MUCKLESHOOT
TRIBE AND _____ - 4

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OWNER:

Muckleshoot Indian Tribe

Date: _____

Chairman

Tribal Operations Manager

Tribal Finance Officer

Authorized Representative

CONTRACTOR:

Date: _____

by: _____

its: _____

Address: _____

Telephone: _____

S.S. or IRS# _____

**CONTRACT BETWEEN MUCKLESHOOT
TRIBE AND _____ - 5**

Muckleshoot Senior's Center-Double Oven Installation

Addendum #2

Monarch Trading Company Costs

July 2, 2010

BID DATE EXTENDED TO 7/14/10

11:00 A.M.

CLARIFICATIONS TO ADDENDUM #1

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>FROM MIT</u>
A.	Remove Imperial Gas Convection Oven, transport to Monarch. Clean, refurbish, repair as necessary, provide spare parts as needed. Deliver to Senior Center.	\$500.00
B.	Design, fabricate, install a 54" x 42" x 5" Type II Hood. Provide material and labor to install at the Senior Center kitchen. To include exhaust fan, ducting and stainless steel flashing behind at the North West wall . No MUA (Make up Air) provided. Excludes electrical hook-up, roof penetration, and roof patching, pitch roof curb is included. Contractor must coordinate curb exhaust fan for slope measurement for pitch roof exhaust fan curb. Contractor will be responsible for openings, roof patching and flashing.	\$3,000.00