

REQUEST FOR QUOTATIONS

**Elder Repair Project
Swan, 32 Colville Drive
Inchelium WA**

Description:

- 1. Replace tub / shower with walk in shower. 32 Colville Drive, Inchelium WA**
- 2. Furnish Labor and Materials to:**

- 1. Remove existing tub.**
- 2. Install shower.**
- 3. Install grab bars.**
- 4. Clean up.**
- 5. Disposal.**

The Colville Indian Housing Authority is requesting Quotations to furnish **labor and material** for the above items as contained in the attached scope of work.

All work and materials will be as shown in the Scope of Work and Provisions to the Contract.

The following documents are attached and will be included in and become part of the Contract

Documents:

1. Form of Quote
2. Non-collusive affidavit (**fill out and submitted with quote**)
3. Statement Regarding Indian Preference (**fill out and submitted with quote**)
4. Representations, Certifications, and other statements of bidders.
5. Small Purchase Contract (sample)
6. SAM Clause
7. CCT Solid Waste Application (**fill out and submitted with quote**)

Quotations must be submitted on the Form of Quotation, along with all attachments, as required in the Contract Documents and Specifications. All written quotations must be delivered to:

Colville Indian Housing Authority
P.O. Box 528
42 Convalescent Center Boulevard
Nespelem, Washington 99155

Faxed copies or e-mailed PDF version of proposals are acceptable. CIHA is not responsible for incomplete or late fax transmissions. FAX # (509) 634-2335/ E-mail:

toria.jackson.HSG@colvilletribes.com

CIHA will receive quotations no later than 3:00 PM (local time), February 5, 2024.

Any quotations received after the above time will not be considered and will be returned to the proposer.

There will be a Pre-Proposal meeting for this project located at **32 Colville Drive, Inchelium WA on January 24, 2024 at 1:00 PM** Any questions can be directed to Mike Nee at 634-2132 or Eric Eberlein at 634-2198.

Site location by Google Maps: <https://maps.app.goo.gl/LGVPoaEfxL4Hf4Bq7>

CIHA reserves the right to reject any and all proposals or to cancel or modify this RFQ at its sole discretion if it determines it is in the best interest of CIHA to do so.

Award of contract will be based on several rating factors used for small purchase methods of procurement as spelled out in 2 CFR Part 200.

Award based on price. CIHA shall make award to the qualified Indian-owned economic enterprise or organization with the lowest responsive quotation if it is reasonable and no more than 10% higher than the lowest responsive quotation received. If no responsive quotation from a qualified Indian-owned economic enterprise or organization is within 10% of the lowest responsive quotation from any qualified source, then award shall be made to the source with the lowest quotation.

NOTE: Before a contract can be executed the Contractor and any sub-contractors must provide proof of liability insurance and auto insurance. They must provide Washington State Industrial Insurance or equivalent **if the Contractor or Sub Contractor plans to hire employees. Any entities submitting a proposal must also submit a signed copy of the Statement on Indian Preference.**

All TERO and TOSHA regulations shall be adhered to in the performance of this contract work.

Indian preference will be given in the award of contracts and in all subcontracts "to the greatest extent feasible" as determined in sec 7(b) of the Indian Self Determination and Education Act (25 U.S.C. 450e (b)).

For additional information concerning this Request for Quotations, please contact Mike Nee at (509) 634-2132, (509) 634-2160, or e-mail: michael.nee.hsg@colvilletribes.com

SCOPE OF WORK AND PROVISIONS TO THE CONTRACT**Elder Repair Project
Swan, 32 Colville Drive
Inchelium WA**

- 1. One (1) Single Family Home, 32 Colville Drive, Inchelium, WA.**
- 2. Furnish labor and materials to:**

- 1. Remove existing tub**
- 2. Install shower**
- 3. Install grab bars**
- 4. Clean up**
- 5. Disposal**

- 1. Remove existing tub**

- a. Remove the existing tub and dispose of per the disposal plan. Strip down to bare studs. Prepare the area to accept the new components. Repair / replace any damaged wall insulation.
- b. Position the supply lines in the plumbing wall to center the new mixing valve in the front wall 40" up from the base.
- c. Provide 2 x 6 backing centered at 34" up from the walking surface along the full length of the rear (long) wall of the shower enclosure. Hold backing flush with the shower side of the studs.
- d. Provide 2x6 backing at shower head end wall centered at 34" up from the walking surface for the full length of the wall. Hold backing flush with the shower side of the studs.
- e. Provide backing for vertical grab bar near the center of the shower at the shower head end of alcove if it cannot be mounted to an existing stud. Hold backing flush with the shower side of the studs.
- f. Provide 2x6 backing for shower rod if necessary. Hold backing flush with the shower side of the studs.
- g. Install ½" green board gypsum board to the shower enclosure area. Tape, mud and sand all new wall board. Apply PVA primer and texture to the new wall board,

blending into the existing wall board. Add 2 coats of paint to all new exposed wall board, and to any wall repairs. Match paint color to existing.

2. **Install shower**

- a. Install shower base. Use Delta Classic 500 60 in. L x 32 in. W Alcove Shower Pan Base with **Right Drain** in High Gloss White or approved equal. Verify size, drain location, etc. prior to purchasing. Follow manufacturer's instructions.
- b. Install new shower surround. Use American Standard Ovation 32 in. x 60 in. x 72 in. 5-Piece Glue-Up Alcove Shower Wall Set in Silver Celestial, or approved equal. (Verify all dimensions prior to purchasing materials.) Follow manufacturer's instructions.
- c. Replace shower head. Use Glacier Bay 6-spray 5 in. Dual Shower Head and Handheld Shower Head in Chrome in brushed nickel or approved equal. Locate shower head at approximately 80" above the walking surface of the tub, centered in the wall. (A vertical grab bar with shower attachment will also be installed. See grab bar details below.)
- d. Replace shower valve, shower arm, and control valve trim kit. Use Delta MultiChoice Universal Shower Valve Body Rough-In Kit, Glacier Bay 8 in. Shower Arm and Flange in Chrome and Delta Classic 1-Handle Temperature Control Valve Trim Kit in Chrome, or approved equals. Center the valve in wall, 40 inches up from walking surface.
- e. Install new weighted shower curtain. Use white vinyl shower curtain with weighted bottom. Install new metal shower rings, and new rod. Use Zenna chrome never rust 50-72 inch aluminum rod. Locate rod so new curtain terminates below the curb of the shower base, but does not drag on the walking surface. (Any white, compatible shower curtain with weighted hem will suffice.) It may be necessary to install backing as described above.
- f. Relocate existing drainage plumbing as necessary. Install new compatible drain assembly. If it is necessary to cut a hole in the fabric band under the manufactured home, repair it with an approved tape. Use Mobile Home Flexible Mend Belly Bottom Repair Patch Underbelly Holes/Rips or approved equal. **DO NOT USE STANDARD DUCT TAPE.** Replace / reinstall any floor insulation.

3. Install Grab bars

- a. Install horizontal grab bar on rear wall (long wall) of shower. Use Glacier Bay 42 in. x 1 ¼ in. Concealed Screw ADA Compliant Grab Bar in Brushed Stainless Steel, or approved equal. Center on the rear wall, and center the grab bar at 34" above the walking surface at the center of the 2x6 backing. Follow the manufactures installation instructions. Predrill for the screws, and caulk the screw holes, and back side of mounting flange with 100% clear silicone caulk prior to attaching. Completely clean up any caulk that may squeeze out.
- b. Install horizontal grab bar on "shower head" end wall of shower. Use Glacier Bay 24 in. x 1 ¼ in. Concealed Screw ADA Compliant Grab Bar in Brushed Stainless Steel or approved equal. Center on the showerhead wall, and center the grab bar at 34" above the walking surface at the center of the 2x6 backing. Follow the manufactures installation instructions. Predrill for the screws, and caulk the screw holes, and back side of mounting flange with 100% clear silicone caulk prior to attaching. Completely clean up any caulk that may squeeze out.
- c. Install vertical grab bar. Use Glacier Bay 36 in. x 1 ¼ in. Concealed Screw ADA Compliant Grab Bar in Brushed Stainless Steel, or approved equal. Locate this grab bar near the center of the "shower head" end wall. Locate the top of the grab bar approximately 80 inches above the walking surface. (The horizontal bar will be installed below the vertical bar. Verify that there is enough space to install both, and adjust the vertical bar if necessary. The horizontal bar must be centered at 34" above the walking surface.) Install 2x6 backing if necessary.
- d. Install Delta ADA grab bar hand shower mount in black to the vertical grab bar. (This is the device that allows you to run the shower head up and down the vertical grab bar.) Follow the manufacturer's instructions.
- e. Install vertical grab bar on wall opposite "shower head" wall. Locate within 6 inches of the exterior edge of the surround, and with the top of the bar at 6' above the floor. Use Glacier Bay 24 in. x 1 ¼ in. Concealed Screw ADA Compliant Grab Bar in Brushed Stainless Steel, or approved equal.

4. Clean up

- a. Clean up all debris related to the contract work. This should be done daily and as needed to maintain a clean and safe work area.
- b. The contractor will not use the home owner's garbage cans to dispose of any construction related debris.

- c. At the end of each day the contractor will make sure that the site is cleaned up and that all materials are stored so that they are not in inconvenience or safety hazard to the home owner.
- d. At the end of the job the contractor will perform a final cleaning which will include all areas where work was performed.

5. **Disposal**

- a. Dispose of all materials per the solid waste disposal plan, and tribal codes.

END OF SCOPE OF WORK

Swan, 32 Colville Drive, Inchelium WA

Schedule of completion not to exceed 10 consecutive calendar days.

Submittal Requirements:

Submittals for products as specified above can be in the form of a product sample or a signed quote for materials or invoice (if all manufacturer numbers are included). If proposing to furnish "equal products", the contractor must submit manufacturer's specifications, all technical data, and installation instructions on all materials submitted for use with the proposal.

The contracting officer or designee will determine the use of "equal products" based on the information supplied by the contractor. If there is not sufficient information to make a comparison, the substitution will not be allowed.

General Conditions

1. The contractor is responsible for contacting the local T.E.R.O. office to confirm their requirements regarding sub-contracting on the Colville Indian Reservation. The Colville Indian Housing Authority will support the Colville T.E.R.O. office in their implementation and enforcement of their program in connection with sub contract work. The contractor will provide a copy of the approved TERO utilization report to the CIHA before beginning work. All fees and costs related to T.E.R.O. should be considered when preparing a cost estimate for work.
2. It is the contractor's responsibility to schedule all work with the client taking into consideration the schedule and convenience of the client, and in all cases respecting their privacy. Contact the contracting officer at least once per week to confirm scheduling.
3. All products used for this project shall be new, provided in original packing from the manufacture, without defect and covered by the manufacturer's full warranty. All materials needed to complete the work spelled out in this scope will be furnished by the

contractor. The contractor is responsible for providing material takeoffs and schedule all deliveries of materials ordered. The contractor will furnish all manpower, tools, vehicles and safety equipment as required by TOSHA, or other equipment necessary to complete the installation of this work in a safe and workman like manner. Storage and security for the materials delivered become the responsibility of the contractor. Store material out of the weather and out of harms way.

4. Any omissions or additions from or too the attached scope of work must be requested in writing by the contractor and approved in writing by the contracting officer or authorized designee.
5. Protect all personal and real property including plants, trees, bushes, flowers, lawns, lawn and, patio furniture, attachments to the house, pictures, walls, doors, and other items that may be in the proximity of the work being performed. The contractor is responsible for any damage that might occur in relation to the work being performed. The contractor will not use the resident's appliances, such as the refrigerator, range, vacuum cleaner, radios, televisions, or any other personal items.
6. Prior to commencement of contract work the contractor is required to submit to the CIHA a copy of their approved Compliance and Utilization Disposal Plan. The plan is required by CCT Tribal Ordinance Chapter 4.13 Solid Waste. During and after completion of the work remove all debris from the job site and dispose of as required at no added expense to the resident or C.I.H.A. Clean the job site daily! Remove construction debris daily!
7. No payment for work will be made until work has been inspected and approved by the contracting officer or designated representative. Request for payments will be made on the approved form provided by CIHA.
8. Before a contract can be executed, the Contractor and any sub-contractors must provide proof of Auto Insurance and Commercial General Liability (min. \$1,000,000 Injury, General Aggregate, Products, \$100,000 Fire, and \$5,000 Medical expense). They must provide Washington State Industrial Insurance or equivalent **if the Contractor or Sub Contractor plans to hire employees.**



see what Delta can do™

Model Number: _____
Número del modelo _____
Numéro de modèle _____

Date of Purchase: _____
Fecha de compra _____
Date d'achat _____

Register Online
Regístrese en línea
S'enregistrer en ligne
www.deltafaucet.com/registerme

To reference replacement parts and access additional technical documents and product info, visit www.deltafaucet.com

Para referencia sobre las piezas de repuesto y acceder a documentos técnicos adicionales e información del producto, visite www.deltafaucet.com

Pour obtenir la référence des pièces de rechange ainsi que pour avoir accès à d'autres documents techniques et renseignements sur le produit, allez à www.deltafaucet.com



1-800-355-2721
www.deltafaucet.com/service-parts

Read all instructions prior to installation.

⚠ CAUTION

Failure to read these instructions prior to installation may result in personal injury, property damage, or product failure. Manufacturer assumes no responsibility for product failure due to improper installation.

Lea todas las instrucciones antes de hacer la instalación.

⚠ ADVERTENCIA

El no leer estas instrucciones de instalación puede resultar en lesiones personales, daños a la propiedad, o falla en el funcionamiento del producto. El fabricante no asume ninguna responsabilidad por la falla del producto debido a una instalación incorrecta.

Veuillez lire toutes les instructions avant l'installation.

⚠ AVERTISSEMENT

L'omission de lire les présentes instructions avant l'installation peut entraîner des blessures, des dommages matériels ou le bris du produit. Le fabricant se dégage de toute responsabilité à l'égard d'un bris du produit causé par une mauvaise installation.

113867



X00113867

SHOWER BASE

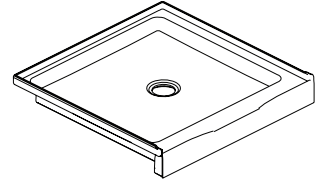
BASE PARA DUCHAS

BASE PARA DUCHAS / REGADERAS

RFQ FY24-13

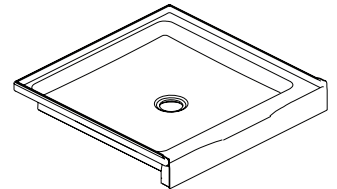
32"

B12135-3232-WH
B12137-3232-WH
B12138-3232-WH



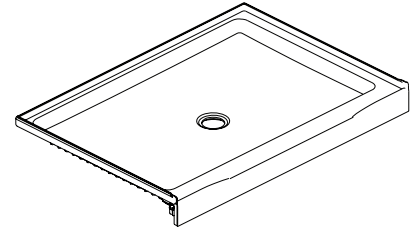
36"

B12135-3636-WH
B12137-3636-WH
B12138-3636-WH



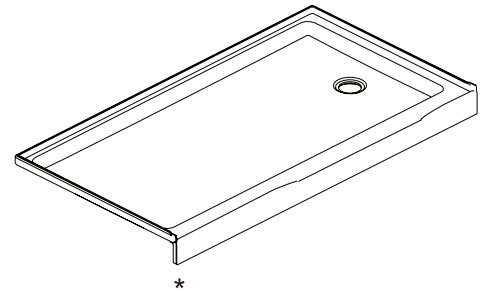
48"

B12135-4834-WH
B12137-4834-WH
B12138-4834-WH



60"

B12135-6030L-WH
B12135-6030R-WH
B12135-6030C-WH
B12135-6032L-WH
B12135-6032R-WH
B12135-6032C-WH
B12137-6030L-WH
B12137-6030R-WH
B12137-6030C-WH
B12137-6032L-WH
B12137-6032R-WH
B12137-6032C-WH
B12138-6030L-WH
B12138-6030R-WH
B12138-6030C-WH
B12138-6032L-WH
B12138-6032R-WH
B12138-6032C-WH
B12185-6032L-WH
B12185-6032R-WH
B12185-6032C-WH



*Right drain shown. Drain may be left, right, or center depending on model.

REQUIREMENTS FOR SUCCESSFUL INSTALLATION

REQUISITOS PARA UNA INSTALACIÓN EXITOSA

EXIGENCES À RESPECTER POUR RÉUSSIR L'INSTALLATION

KNOWLEDGE BASE:

Framing
Plumbing

- Confirm that your model will fit in intended location and plumbing fixtures are located where required before beginning installation.
- Walls and sub-floor must be solid, plumb, and square.
- Do not install in areas where temperature may drop below 32°F (0°C).
- Allow product to reach room temperature for 30 minutes before installation

NOTICE

Do not use plumber's putty. May result in product failure. Use latex/acrylic sealant or a gasket.

NOTICE

These instructions include suggestions for rough construction and plumbing installation. Local building codes vary and could supersede those suggestions. If you are not confident in your ability to perform these tasks, contract out those tasks you need help with or use a professional installer.

BASE DE CONOCIMIENTOS:

Encuadrado
Plomería

- Verifique que su modelo quepa en la ubicación deseada y que los accesorios de fontanería se encuentren donde sea necesario antes de iniciar la instalación.
- Las paredes y el contrapiso deben estar firmes, nivelados y en escuadra.
- No realice la instalación en áreas donde la temperatura pueda ser inferior a 32°F (0 °C).
- Deje que el producto alcance la temperatura ambiente durante 30 minutos antes de la instalación.

AVISO

No use masilla de plomero. Puede provocar una falla del producto. Use sellador de látex/acrílico o un empaque.

AVISO

Estas instrucciones incluyen sugerencias para construcciones sin acabar e instalación de cañerías. Los códigos locales de construcción varían según el lugar y tienen prioridad sobre estas sugerencias. Si no se siente capaz de realizar estas tareas, tercerícelas o contrate un instalador profesional.

BASE DE CONNAISSANCES:

Encadrement
Plomberie

- Avant de débiter l'installation, assurez-vous qu'il y a suffisamment d'espace pour le modèle que vous voulez installer et que la plomberie est située au bon endroit.
- Les murs et le faux-plancher doivent être solides, de niveau et d'équerre.
- N'installez pas le produit à un endroit où la température peut descendre sous 32 °F (0 °C).
- Attendez 30 minutes avant d'installer le produit pour que celui-ci soit à la température ambiante.

AVISO

Évitez d'utiliser du mastic de plomberie. Il peut endommager le produit. Utilisez du composé d'étanchéité au latex acrylique ou un joint.

AVIS

Estas instrucciones incluyen sugerencias en la construcción preliminar y la instalación de la plomería. Los códigos locales varían de un lugar a otro y pueden tomar prioridad a estas sugerencias. Si usted no está seguro de su habilidad para realizar estas tareas, subcontrate en las que necesita ayuda o use un instalador profesional.

TOOLS AND MATERIALS REQUIRED

- 2 x 4 lumber for additional wall studs
- Shower drain assembly

NOTE: It is recommended to install insulation.

HERRAMIENTAS Y MATERIALES NECESARIOS

- Barrote de madera de 2 x 4 para los montantes de paredes adicionales
- Montaje del desagüe de la ducha

NOTA: Se recomienda instalar el aislamiento.

OUTILS ET MATÉRIEL REQUIS

- Morceaux de 2 x 4 pour les montants supplémentaires
- Renvoi de douche

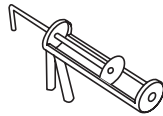
NOTE: Il est recommandé d'installer de l'isolant.



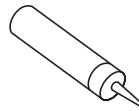
Drill
Taladro
Perceuse



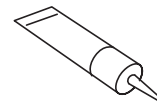
Safety Glasses
Antiparras de seguridad
Lunettes de sécurité



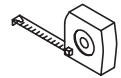
Caulk Gun
Pistola para sellar
Pistolet à calfeutrer



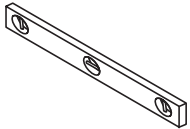
Adhesive (6 tubes)
Adhesivo (6 tubos)
Adhésif (6 tubes)



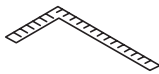
Sealant (2 tubes)
Sellador (2 tubos)
Composé d'étanchéité
(2 tubes)



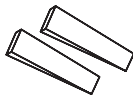
Tape Measure
Cinta métrica
Ruban à mesurer



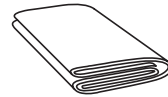
Level
Nivel
Niveau



Square
Escuadra
Angle droit



Shims
Cuñas
Cales



Drop Cloth
Lona protectora
Toile de protection



Pencil
Lápiz
Crayon



#6 or #8 1-1/4" stainless or zinc plated truss head screws
6 o # 8 Tornillos de cabeza de armadura de acero inoxidable o zinc de 1-1/4 "
#6 ou #8 Vis de tête de treillis en acier inoxydable ou zinguées de 1-1/4 po



Mortar
Mortero
Mortier



Extension Bit Holder
Sujetador de extensión para brocas
Support pourmèche d'extension



Drill Bit 3/16" (5 mm)
Broca para taladro de 0,5 cm (3/16")
Foret de 3/16 po (5 mm)



1/2" Square Notched Trowel
Llana dentada cuadrada de 1/2 "
Truelle crantée carrée de 1/2 po



Driver Bit (for use with extension bit holder)
Broca controlador (para uso con sujetador de extensión para brocas)
Embout Chauffeur (pour utilisation avec une rallonge porte-embout)

ROUGHING-IN

Rough plumbing must be installed before panel installation.

FOR MASONRY CONSTRUCTION, floor and walls must be framed to accommodate plumbing and installation.

IF INSTALLING MATCHING WALL SET, refer to Wall Set Installation Manual for specific lumber sizes and placement. Additional studs will be required and need to be installed at this point.

TUBERÍA INTERNA

La tubería interna debe ser instalada antes de instalar los paneles.

PARA LOS TRABAJOS DE MAMPOSTERÍA, el piso y las paredes deben acanalarse para dar lugar a las cañerías y la instalación.

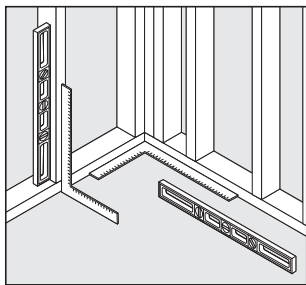
SI INSTALA EL JUEGO DE PARED, consulte las instrucciones de instalación para el juego de pared y obtendrá los tamaños específicos y la ubicación de las maderas. Se necesitarán montantes adicionales y se deberán instalar en este punto.

PRÉPARATION

La plomberie brute doit être installée avant la baignoire.

DANS LE CAS D'UNE STRUCTURE EN MAÇONNERIE, vous devez construire une charpente et un faux-plancher pour la plomberie et l'installation.

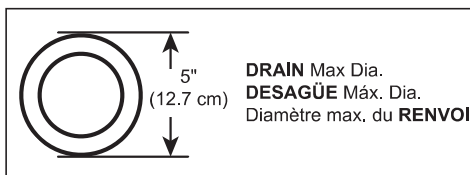
SI VOUS INSTALLEZ L'ENSEMBLE DE PANNEAUX DE DOUCHE CORRESPONDANT, veuillez consulter le Guide d'installation de l'ensemble de panneaux de douche pour déterminer les dimensions des montants et les endroits où ils doivent être placés. Des montants supplémentaires sont nécessaires et ils doivent être installés à cette étape.



Studs must be plumb and square.

Los montantes deben estar nivelados y en escuadra.

Les montants doivent être parfaitement à la verticale et d'équerre.



DRAIN Max Dia.
DESAGÜE Máx. Dia.
Diamètre max. du **RENOI**

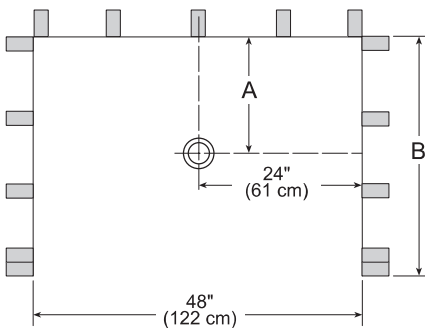
A
Drain Location
Ubicación del
desagüe
Emplacement du
renvoi

B
Stud Pocket
Encastre para
la viga
Bâti

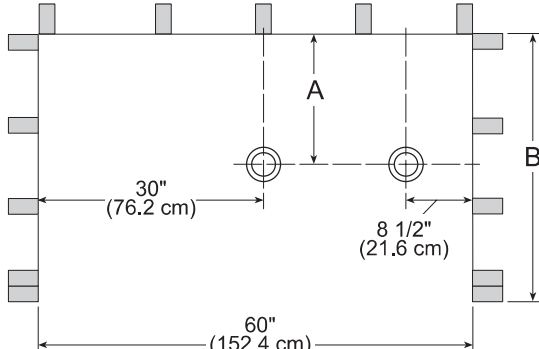
MODEL	A	B
B12135-3232-WH B12137-3232-WH B12138-3232-WH	16 1/4" (41.3 cm)	MIN 32" (81.3 cm)

MODEL	A	B
B12135-3636-WH B12137-3636-WH B12138-3636-WH	18-3/8" (46.7 cm)	MIN 36" (91.4 cm)

MODEL	A	B
B12135-4834-WH B12137-4834-WH B12138-4834-WH	17-3/8" (44.1 cm)	MIN 34" (86.4 cm)



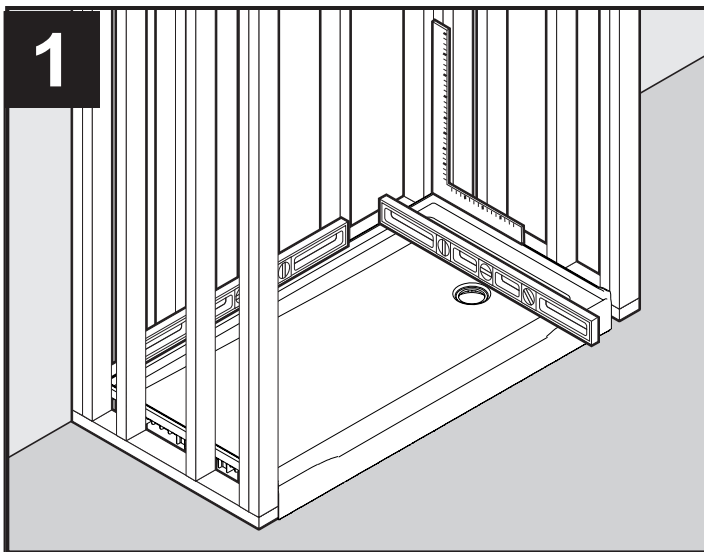
MODEL	A	B
B12135-6030L-WH B12135-6030R-WH B12135-6030C-WH	14" (35.6 cm)	MIN 30" (76.2 cm)
B12137-6030L-WH B12137-6030R-WH B12137-6030C-WH		
B12138-6030L-WH B12138-6030R-WH B12138-6030C-WH		
B12135-6032L-WH B12135-6032R-WH B12135-6032C-WH	15-3/8" (39 cm)	MIN 32" (81.3 cm)
B12137-6032L-WH B12137-6032R-WH B12137-6032C-WH		
B12138-6032L-WH B12138-6032R-WH B12138-6032C-WH		
B12185-6032L-WH B12185-6032R-WH B12185-6032C-WH	15-3/4" (40 cm)	MIN 32" (81.3 cm)



60" base available with right, left, or center drain. Plumbing rough-in shown for both center and right side locations.

Base de 60" disponible con desagüe a la derecha, a la izquierda o al centro. Se muestra la instalación de plomería interna para las ubicaciones en el centro y a la derecha.

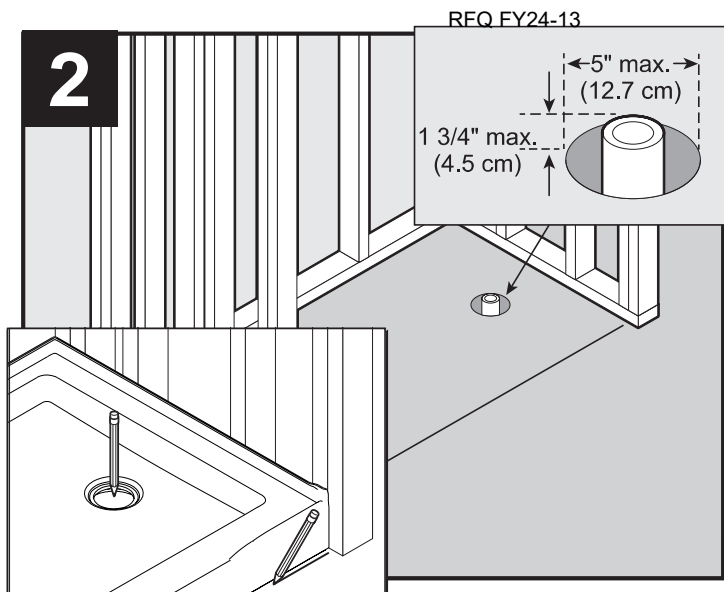
Base de 60 po offerte avec renvoi à droite, à gauche ou au centre. La plomberie brute montrée est pour un renvoi au centre et un renvoi à droite.



- Dry fit base and verify that it is straight and square. Trace outline of drain and base.

- Seque la base ajustada y verifique que esté recta y en escuadra. Trace el contorno de las ubicaciones del drenaje y de la base.

- Installez la base temporairement et assurez-vous qu'elle est de niveau et d'équerre. Tracez le contour du renvoi et de la base.



Install Drain Pipe

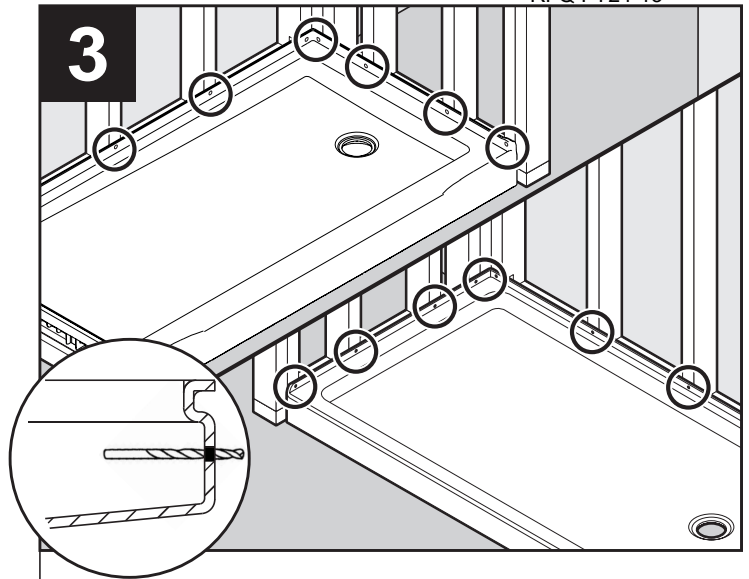
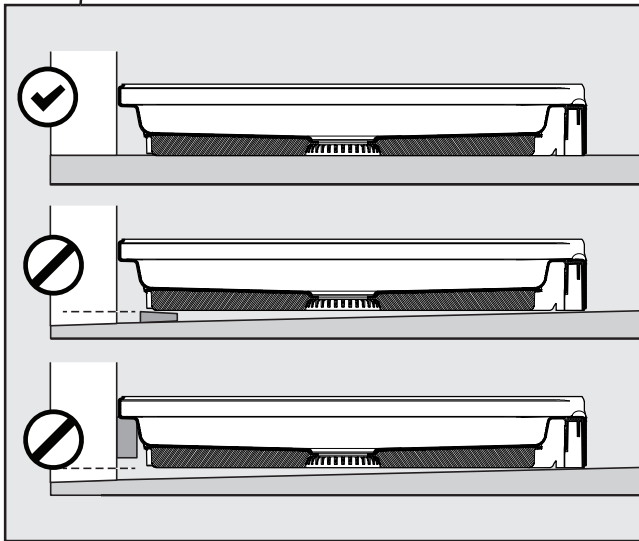
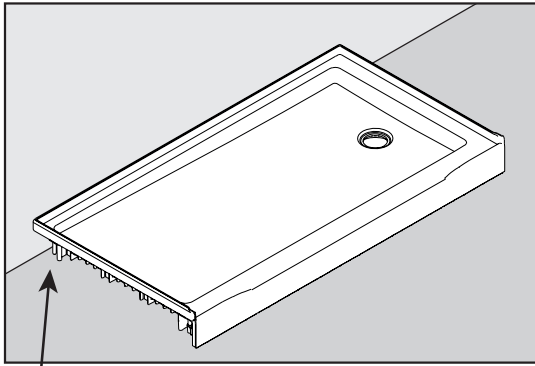
- Ensure that the waste pipe is properly located to align with the drain assembly (not included).
- The subfloor opening should be 5" maximum in diameter. The drain pipe should extend 1-3/4" maximum above the subfloor.

Instale la tubería del drenaje

- Asegúrese de que la tubería de desechos esté correctamente ubicada para que quede alineada con el conjunto de desagüe (no se incluye).
- La contrapiso apertura debería tener 5" (12,7 cm) de diámetro. El tubo de drenaje debe extenderse 1-3/4" (4,4 cm) sobre el contrapiso.

Installez le renvoi

- Assurez-vous que le tuyau de renvoi est au bon endroit et qu'il pourra être raccordé au renvoi (non inclus).
- L'ouverture dans le faux-plancher doit avoir un diamètre d'au plus 5 po. Le tuyau de renvoi doit présenter une saillie d'au plus 1-3/4 po par rapport au plancher.



- Drill 3/16" clearance holes in flat area of top flanges, below lip, and centered on each stud.
- Do not drill holes directly into studs.

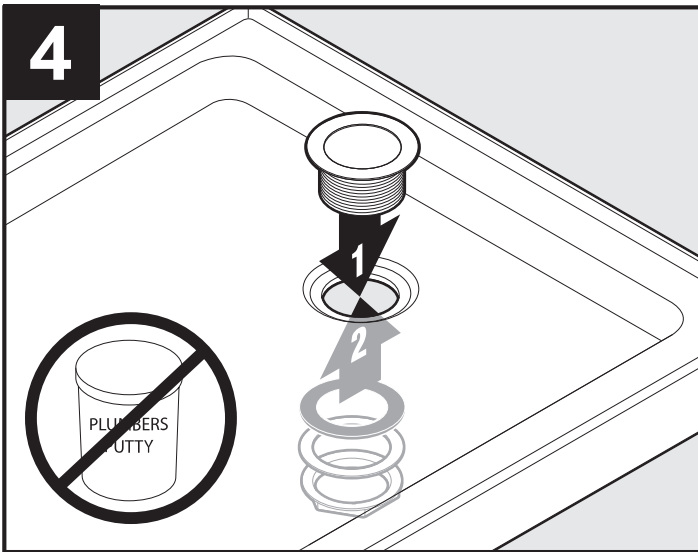
Drill chuck can cause damage to product. Use a bit holder extension to reduce risk of drill chuck hitting panels.

- Taladre orificios de espacio de 3/16" en el área plana de las bridas superiores, debajo del borde y centrados en cada montante.
- No taladre agujeros directamente en los montantes.

El portabrocas puede dañar el producto. Utilice una extensión de portabrocas para reducir el riesgo de que el portabrocas golpee los paneles

- Percez des trous de dégagement de 3/16 po dans la surface plane des rebords supérieurs, sous la lèvre. Les trous doivent correspondre avec le centre de chaque montant.
- Ne percez pas les trous directement dans les montants.

Le mandrin de la perceuse peut endommager le produit. Utilisez une rallonge de porte-foret pour éviter que le mandrin de la perceuse puisse entrer en contact avec les panneaux.



- Attach drain following manufacturer's instructions.

NOTICE

Do not use plumber's putty to seal between drain and bathtub. Plumber's putty will degrade shower base material and result in product failure. Use latex/acrylic sealant or a gasket.

- Fije el desagüe siguiendo las instrucciones del fabricante.

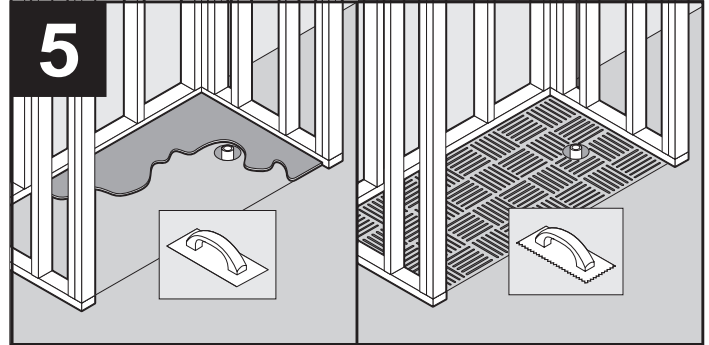
NOTICE

No use masilla de plomero para sellar entre el desagüe y la bañera. La masilla del plomero degradará el material de la base de la ducha y provocará la falla del producto. Use sellador de látex/acrílico o una junta.

- Fixez le renvoi conformément aux instructions du fabricant.

NOTICE

N'utilisez pas de mastic de plombier pour sceller entre le drain et la baignoire. Le mastic de plombier dégradera le matériau de la base de la douche et entraînera une défaillance du produit. Utilisez un scellant au latex/acrylique ou un joint.



IF THE SUBFLOOR IS NOT FLAT AND LEVEL, a mortar bed must be applied where the base will be positioned.

- Apply 1" of mortar mix that has been mixed to a thick consistency.
- Low spots in subfloor may require mortar thicker than 1".
- Place the base in the wet mortar and adjust until it is level.
- Let mortar cure for 24 hours.
- Proceed to the next step.

IF THE SUBFLOOR IS FLAT AND LEVEL:

- Apply adhesive on floor and trowel to a depth of 1/2".
- Place the base in the adhesive, adjust until it is level.
- Follow manufacturer's instructions for sealant dry time before use.
- Proceed to the next step.

SI EL CONTRAPISO NO ES PLANO Y NIVELADO, se debe aplicar un lecho de mortero donde se colocará la base.

- Aplique 1" de mezcla de mortero que se haya mezclado hasta obtener una consistencia espesa.
- Los puntos bajos en el contrapiso pueden requerir un mortero de más de 1".
- Coloque la base en el mortero húmedo y ajusta hasta que esté nivelada.
- Deje curar el mortero durante 24 horas.
- Continúe con el siguiente paso.

SI EL SUBSUELO ES PLANO Y NIVELADO:

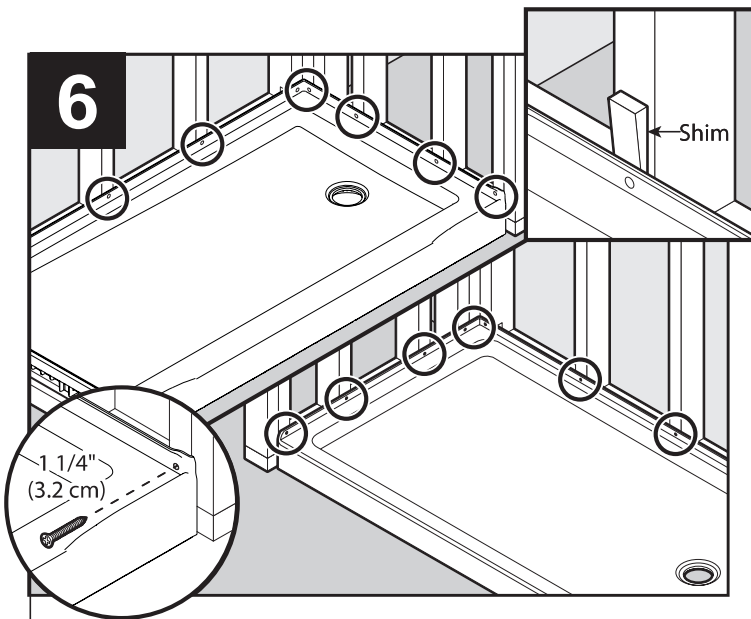
- Aplique adhesivo en el piso y aplique una llana a una profundidad de 1/2".
- Coloque la base en el adhesivo, ajusta hasta que esté nivelada.
- Siga las instrucciones del fabricante sobre el tiempo de secado del sellador antes de usarlo.
- Continúe con el siguiente paso.

SI LE PLANCHER BRUT N'EST PAS PLAT ET DE NIVEAU, vous devez appliquer un lit de mortier à l'endroit où la base sera placée. Appliquez 1 po de mortier épais.

- Une épaisseur de plus de 1 po peut être nécessaire pour combler les creux dans le plancher brut.
- Placez la base dans le mortier humide et ajustez-la jusqu'à ce qu'elle soit de niveau.
- Laissez le mortier durcir pendant 24 heures.
- Passez à l'étape suivante.
- vous devez appliquer un lit de mortier à l'endroit où la base sera placée.

SI LE PLANCHER BRUT EST PLAT ET DE NIVEAU :

- Appliquez une couche de colle d'une épaisseur de 1/2 po sur le plancher avec une truelle.
- Placez la base dans la colle et ajustez-la jusqu'à ce qu'elle soit de niveau.
- Respectez les instructions du fabricant en ce qui concerne le temps de durcissement de l'agent d'étanchéité avant utilisation.
- Passez à l'étape suivante.



- Insert cardboard or other material into the base to protect surface.
- Secure flanges to studs with the 1-1/4" truss head screws.

Drill chuck can damage tub surface. Use an bit holder extension to reduce the risk of the chuck hitting the tub surface.

Insert shims to fill any gaps. NOTE: Gaps between flanges and stud must be less than 1/8" after shimming.

- Inserte cartón u otro material en la base para proteger la superficie.
- Fije las bridas a los montantes con los tornillos de cabeza segmentada de 1-1/4".

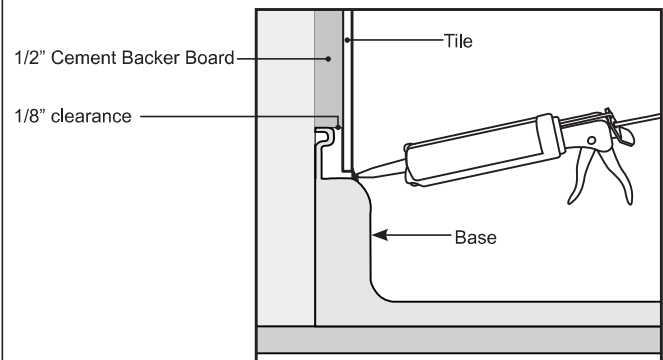
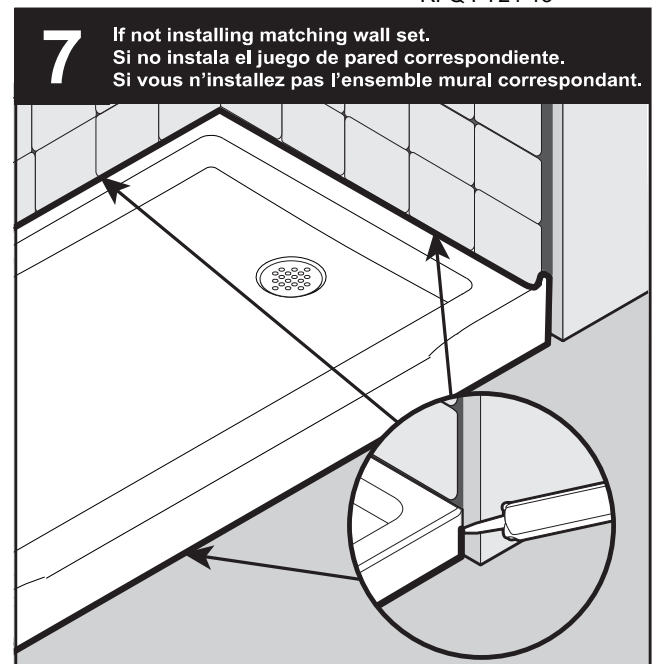
El portabrocas puede dañar la superficie de la tina. Utilice una extensión de portabrocas para reducir el riesgo de que el portabrocas golpee la superficie de la tina.

Inserte calzas para llenar los huecos. NOTA: Los espacios entre las bridas y el espárrago deben ser menores de 1/8 "después del calce.

- Introduisez du carton ou un autre matériau dans la base pour en protéger la surface.
- Fixez les rebords aux montants avec des vis de 1-1/4 po à tête de treillis.

Le mandrin de la perceuse peut endommager la surface de la baignoire. Utilisez une rallonge de porte-foret pour éviter que le mandrin de la perceuse puisse entrer en contact avec la surface de la baignoire.

Installez des cales pour combler les écarts. NOTE : Les écarts entre les rebords et les montants doivent être inférieurs à 1/8 po après l'installation des cales.



- After installing finished tile walls, apply sealant to all outer edges and where base and finished wall meet.

- Después de instalar las paredes terminadas, aplique sellador a todos los bordes exteriores y donde la base y la pared terminada se unen.

- After installing finished walls, apply sealant to all outer edges and where base and finished wall meet.

CARE AND CLEANING

We recommend that you clean your acrylic bathing product with mild detergents. Use a terry cloth towel, soft cloth, or sponge. Avoid using abrasive scrubbing pads, steel wool, or sponges. After cleaning, rinse thoroughly with water.

NOTICE

When using drain cleaner or clog remover, rinse thoroughly with water. Certain chemicals and cleaners may deteriorate the acrylic surface, causing cracks and, potentially, property damage. Never use cleaning products that state on their label that they are not suitable for use on Acrylic, ABS, Polystyrene, or Plastic. Do not use solvents (turpentine, lacquer thinner, mineral spirits, paint thinner, MEK, xylene, acetone, naphtha, etc.).

For further inquiries and a list of safe cleaners to use, contact customer service at consumercare@deltafaucet.com, or 1-800-355-2721.

SEALANT CLEANUP**NOTICE**

Certain chemicals and cleaners may deteriorate acrylic surfaces, causing cracks and, potentially, property damage. After application/installation, clean up the product surface and remove any excess sealant with denatured alcohol only. Do not use solvents (turpentine, lacquer thinner, mineral spirits, paint thinner, MEK, xylene, acetone, naphtha, etc.).

CUIDADO Y LIMPIEZA

Recomendamos que usted limpie su producto acrílico de baño con detergentes suaves. Use una toalla de felpa, un paño suave o una esponja. Evite el uso de almohadillas abrasivas de limpieza, lana de acero o esponjas. Después de la limpieza, enjuague bien con agua.

AVISO

Cuando utilice un limpiador de drenaje o un removedor de obstrucciones, enjuague completamente con agua. Ciertos químicos y limpiadores pueden deteriorar la superficie de acrílico, causando grietas y potencialmente daños materiales. Nunca utilice productos de limpieza que indiquen en su etiqueta que no son adecuados para uso en acrílico, ABS, poliestireno o plástico. No utilice disolventes (tremetina, diluyentes de barniz, alcoholes minerales, diluyentes de pintura, MEK, xileno, acetona, nafta, etc.).

Para obtener más información y una lista de productos de limpieza recomendados, comuníquese con el servicio al cliente al consumercare@deltafaucet.com o 1-800-355-2721.

LIMPIEZA DEL SELLADOR**AVISO**

Ciertos químicos y limpiadores pueden deteriorar las superficies acrílicas, causando grietas y potencialmente daños materiales. Después de la aplicación/instalación, limpie la superficie del producto y quite el exceso de sellador solo con alcohol desnaturalizado. No utilice disolventes (tremetina, diluyentes de barniz, alcoholes minerales, diluyentes de pintura, MEK, xileno, acetona, nafta, etc.).

ENTRETIEN ET NETTOYAGE

Nous vous recommandons de nettoyer votre produit de bain en acrylique avec un détergent doux. Utilisez un chiffon en tissu-éponge, un chiffon doux ou une éponge. Évitez d'employer un tampon de récurage, de la laine d'acier ou une éponge abrasive. Après le nettoyage, rincez la surface à grande eau.

AVIS

Si vous utilisez un produit pour déboucher la tuyauterie, rincez la surface environnante à grande eau. Certains produits chimiques et agents de nettoyage peuvent abîmer la surface du produit et la faire fissurer au point où il pourrait en résulter des dommages matériels. N'utilisez jamais de produits de nettoyage dont l'étiquette indique que leur usage sur l'acrylique, l'ABS, le polystyrène et le plastique est déconseillé. N'utilisez pas de solvants (térébenthine, diluant à laque, essence minérale, diluant à peinture, méthyl acétone, xylène, acétone, naphtha, etc.).

Pour obtenir plus de renseignements et la liste des nettoyeurs qui peuvent être utilisés en toute sécurité, veuillez communiquer avec le Service à la clientèle à consumercare@deltafaucet.com ou appeler au 1 800-355-2721.

ENLÈVEMENT DES RÉSIDUS DE COMPOSÉ D'ÉTANCHÉITÉ**AVIS**

Certains produits chimiques et agents de nettoyage peuvent abîmer la surface du produit et la faire fissurer au point où il pourrait en résulter des dommages matériels. N'utilisez jamais de produits de nettoyage dont l'étiquette indique que leur usage sur l'acrylique, l'ABS, le polystyrène et le plastique est déconseillé. N'utilisez pas de solvants (térébenthine, diluant à laque, essence minérale, diluant à peinture, méthyl acétone, xylène, acétone, naphtha, etc.).

Limited Warranty on Bathing Products

This bathing product is warranted to the original consumer purchaser or commercial user, as applicable, to be free from defects in material and workmanship for the applicable period specified below:

Delta® Tubs, Shower Bases, and Walls. Ten (10) years from the date of purchase by the original consumer purchaser or, for commercial users, one (1) year from the date of purchase.

Delta® Glass and Frameless Shower Enclosures and Shower Doors. Five (5) years from the date of purchase by the original consumer purchaser or, for commercial users, one (1) year from the date of purchase.

Peerless® Tubs, Shower Bases, Shower Enclosures, and Walls. Three (3) years from the date of purchase by the original consumer purchaser or, for commercial users, one (1) year from the date of purchase.

All Other Tubs, Shower Bases, Shower Enclosures, and Walls. One (1) year from the date of purchase by the original consumer purchaser or commercial user.

What We Will Do. Delta Faucet Company will repair or replace, free of charge, during the applicable warranty period (as described above), any part that proves defective in material and/or workmanship under normal installation, use and service. If repair or replacement is not practical, Delta Faucet Company may elect to refund the purchase price (the return of the product may be required at Delta Faucet Company's option). **These are your exclusive remedies.**

What Is Not Covered. Any labor charges incurred by the purchaser to repair, replace, install or remove this product are not covered by this warranty. Delta Faucet Company shall not be liable for any damage to the product resulting from reasonable wear and tear, outdoor use, misuse (including use of the product for an unintended application), abuse, neglect or improper or incorrectly performed installation, maintenance or repair, including failure to follow the applicable care and cleaning instructions. Delta Faucet Company recommends using a professional plumber for all installation and repair. We also recommend that you use only genuine Delta®/Peerless® replacement parts.

What You Must Do To Obtain Warranty Service or Replacement Parts. A warranty claim may be made and replacement parts may be obtained by calling 1 800 355 2721 or by contacting us by mail or online as follows (please include your model number and date of purchase):

In the United States and Mexico:

Delta Faucet Company
55 E, 111th Street
Indianapolis, IN 46280
Attention: Warranty Service
<https://www.deltafaucet.com/service-parts/contact-us>

In Canada:

Masco Canada Limited, Plumbing Group
Technical Service Centre
350 South Edgeware Road
St. Thomas, Ontario, Canada N5P 4L1
<https://www.deltafaucet.com/service-parts/contact-us>

Proof of purchase (original sales receipt) from the original purchaser must be made available to Delta Faucet Company for all warranty claims unless the purchaser has registered the product with Delta Faucet Company. This warranty applies only to bathing products that are installed in the United States of America, Canada and Mexico.

DO NOT USE CERTAIN CLEANING PRODUCTS. Cleaning products containing the following chemicals can cause this bathing product to crack or discolor and use of cleaning products containing these chemicals will void this warranty:

- Naphtha
- Amyl Acetate
- Hydrogen Peroxide Solution (common hydrogen peroxide)
- Toluene
- Ethyl Acetate
- Lye (common in drain cleaners)
- Acetone

Limitation on Duration of Implied Warranties. Please note that some states/provinces (including Quebec) do not allow limitations on how long an implied warranty lasts, so the below limitations may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE STATUTORY PERIOD OR THE DURATION OF THIS WARRANTY, WHICHEVER IS SHORTER.

Limitation of Special, Incidental or Consequential Damages. Please note that some states/provinces (including Quebec) do not allow the exclusion or limitation of special, incidental or consequential damages, so the below limitations and exclusions may not apply to you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY DOES NOT COVER, AND DELTA FAUCET COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LABOR CHARGES TO REPAIR, REPLACE, INSTALL OR REMOVE THIS PRODUCT), WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT, OR OTHERWISE, DELTA FAUCET COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE PRODUCT RESULTING FROM REASONABLE WEAR AND TEAR, OUTDOOR USE, MISUSE (INCLUDING USE OF THE PRODUCT FOR AN UNINTENDED APPLICATION), ABUSE, NEGLIGENCE OR IMPROPER OR INCORRECTLY PERFORMED INSTALLATION, MAINTENANCE OR REPAIR, INCLUDING FAILURE TO FOLLOW THE APPLICABLE INSTALLATION, CARE AND CLEANING INSTRUCTIONS. Notice to residents of the State of New Jersey: The provisions of this document, including its limitations, are intended to apply to the fullest extent permitted by the laws of the State of New Jersey.

Additional Rights. This warranty gives you specific legal rights, and you may also have other rights which vary from state/province to state/province.

This is Delta Faucet Company's exclusive written warranty and the warranty is not transferable. If you have any questions or concerns regarding technical support, installation or our warranty, please contact us as provided above or visit our website at www.deltabathing.com/bathroom/bathing.

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Garantía Limitada para Productos de Baño

Este producto de baño está garantizado al consumidor comprador original o al usuario comercial, según corresponda, de estar libre de defecto en material y fabricación durante el tiempo que se especifica a continuación:

Bañeras, bases de regaderas y paredes Delta®. Diez (10) años a partir de la fecha de compra por el comprador consumidor original o, para usuarios comerciales, un (1) año a partir de la fecha de compra.

Cabinas y puertas de regaderas Delta® de vidrio y sin marco. Cinco (5) años a partir de la fecha de compra por el comprador consumidor original o, para usuarios comerciales, un (1) año a partir de la fecha de compra.

Bañeras, bases de regadera, cabinas de regadera y paredes Peerless®. Tres (3) años a partir de la fecha de compra por el comprador consumidor original o, para usuarios comerciales, un (1) año a partir de la fecha de compra.

Todas las demás bañeras, bases de regadera, cubículos de regadera y paredes. Un (1) año a partir de la fecha de compra por parte del comprador consumidor original o usuario comercial.

Lo que haremos. Delta Faucet Company reparará o reemplazará, sin costo alguno, durante el periodo de garantía aplicable (como descrito arriba) cualquier pieza o acabado que demuestre estar defectuoso en material y/o mano de obra bajo la instalación, el uso y el servicio normal. Si la reparación o el reemplazo no es práctico, Delta Faucet Company puede optar por reembolsarle el precio de compra (puede requerir la devolución del producto a opción de Delta Faucet). **Estos son sus remedios exclusivos.**

Lo que no cubre. Esta garantía no cubre cualquier gasto de mano de obra incurrido por el comprador para reparar, reemplazar, instalar o desmontar este producto. Delta Faucet Company no será responsable por cualquier daño a este producto que resulte del desgaste razonable, uso en el exterior de la propiedad, uso indebido (incluyendo el uso del producto para una aplicación indebida), abuso, negligencia o instalación, mantenimiento o reparación realizadas incorrectamente, incluyendo el no seguir las instrucciones correspondientes para el cuidado, la limpieza y el mantenimiento. Delta Faucet Company recomienda el uso de un plomero profesional para toda la instalación y reparación. También le recomendamos que utilice únicamente piezas de repuesto originales Delta®/Peerless®.

Lo que usted debe hacer para obtener servicio de garantía o piezas de repuesto. Puede hacer un reclamo para la garantía y puede obtener piezas de repuesto llamando al 1-800-355-2721 o contactándonos por correo o en línea de la siguiente manera (por favor incluya su número de modelo y fecha de compra):

En E.E.U.U. y México

Delta Faucet Company
55 E, 111th Street
Indianapolis, IN 46280
Attention: Warranty Service
<https://www.deltafaucet.com/service-parts/contact-us>

En Canadá:

Masco Canada Limited, Plumbing Group
Technical Service Centre
350 South Edgeware Road
St. Thomas, Ontario, Canada N5P 4L1
<https://www.deltafaucet.com/service-parts/contact-us>

El comprobante de compra (recibo de venta original) del comprador original debe estar disponible a Delta Faucet Company para todos los reclamos de garantía a menos que el comprador haya registrado el producto con Delta Faucet Company. Esta garantía se aplica solo a los productos de baño instalados en los Estados Unidos de América, Canadá y México.

NO USE CIERTOS PRODUCTOS DE LIMPIEZA. Los productos de limpieza que contienen los siguientes productos químicos pueden hacer que este producto de baño se agriete o decolore y el uso de productos que contengan estos productos químicos anulará esta garantía:

- Nafta
- Acetato de amilo
- Solución de peróxido de hidrógeno (peróxido común de uso doméstico)
- Tolueno
- Acetato de etilo
- Lejía (común en limpiadores de drenaje)
- Acetona

La limitación de la duración de las garantías implícitas. Favor tome nota de que algunos estados/provincias (incluyendo Quebec) no permiten limitaciones en la duración de una garantía implícita por lo que las limitaciones a continuación puedan no aplicarse. HASTA EL ALCANCE MÁXIMO EN QUE LA LEY LO PERMITA, CUALQUIER GARANTÍA IMPLÍCITA, INCLUIDAS LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD Y DE IDONEIDAD PARA UN PROPOSITO PARTICULAR, ESTÁ LIMITADA AL PERIODO LEGAL O A LA DURACIÓN DE ESTA GARANTÍA, LO QUE SEA MÁS CORTO.

Limitación de daños especiales, incidentales o consecuentes. Favor tome nota de que algunos estados/provincias (incluyendo Quebec) no permiten exclusión o limitación de daños especiales, incidentales o consecuentes, por lo cual las siguientes limitaciones y exclusiones puedan no aplicarse. HASTA EL ALCANCE MÁXIMO EN QUE LA LEY LO PERMITA, ESTA GARANTÍA NO COBRE, Y DELTA FAUCET COMPANY NO SERÁ RESPONSIBLE POR CUALQUIER DAÑO ESPECIAL, INCIDENTAL O CONSECUENTE (INCLUYENDO LOS GASTOS DE LABOR PARA REPARAR, REEMPLAZAR, INSTALAR O DESMONTAR ESTE PRODUCTO), YA SEA EL RESULTADO DEL INCUMPLIMIENTO DE CUALQUIER GARANTÍA EXPRESA O IMPLÍCITA, INCUMPLIMIENTO DE CONTRATO, AGRAVIO O DE CUALQUIER OTRA MANERA. DELTA FAUCET COMPANY NO SERÁ RESPONSABLE POR CUALQUIER DAÑO AL PRODUCTO COMO RESULTADO DEL DESGASTE RAZONABLE, USO EN EL EXTERIOR DE LA PROPIEDAD, USO INDEBIDO (INCLUYENDO EL USO DEL PRODUCTO PARA UNA APLICACIÓN INDEBIDA), ABUSO, NEGLIGENCIA, INSTALACIÓN, O MANTENIMIENTO O REPARACIÓN INADECUADA O INCORRECTA, INCLUYENDO EL NO SEGUIR LAS INSTRUCCIONES CORRESPONDIENTES PARA EL CUIDADO, LA LIMPIEZA Y EL MANTENIMIENTO. Aviso para los residentes del estado de New Jersey: Las disposiciones de esta garantía, incluyendo las limitaciones, tienen el propósito de aplicarse en la máxima medida permitida por las leyes del estado de New Jersey.

Derechos adicionales. Esta garantía le otorga derechos legales específicos, y también puede tener otros derechos que varían de estado/provincia a estado/provincia.

Esta es la garantía escrita exclusiva de Delta Faucet Company y la garantía no es transferible. Si tiene alguna pregunta o duda con respecto al apoyo técnico, la instalación o nuestra garantía, comuníquese con nosotros como se indica arriba o visite nuestro sitio web en www.deltabathing.com/bathroom/bathing.

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GARANTIE LIMITÉE SUR LES PRODUITS DE SALLE DE BAIN

Ce produit de salle de bain est protégé contre les défauts du matériel et les vices de fabrication par une garantie qui est consentie au premier acheteur au détail ou à l'utilisateur commercial, selon le cas, et dont la durée est indiquée ci-dessous.

Baignoires, bases de douche et murs de douche Delta®. Dix (10) ans à compter de la date d'achat par le premier acheteur au détail. Dans le cas des utilisateurs commerciaux, un (1) an à compter de la date d'achat.

Encintes de douche et portes de douche en verre sans cadre Delta®. Cinq (5) ans à compter de la date d'achat par le premier acheteur au détail. Dans le cas des utilisateurs commerciaux, un (1) an à compter de la date d'achat.

Baignoires, bases de douche, encintes de douche et murs de douche Peerless®. Trois (3) ans à compter de la date d'achat par le premier acheteur au détail. Dans le cas des utilisateurs commerciaux, un (1) an à compter de la date d'achat.

Tous les autres baignoires, bases de douche, encintes de douche et murs de douche. Un (1) an à compter de la date d'achat par le premier acheteur au détail ou l'utilisateur commercial.

Ce que nous ferons. Delta Faucet Company réparera ou remplacera gratuitement, pendant la période de garantie applicable (décrite ci-dessus), toute pièce ou tout composant qui présentera une défectuosité de matériel et/ou un vice de fabrication pour autant que le produit ait été installé, utilisé et entretenu normalement. S'il n'est pas utile de réparer ou de remplacer le produit, Delta Faucet Company pourra rembourser le prix d'achat (et exiger que le produit soit retourné). **Il s'agit de vos seuls recours.**

Ce qui n'est pas couvert. La présente garantie ne couvre pas les frais de main-d'œuvre encourus par l'acheteur pour la réparation, le remplacement, l'installation ou la dépose du produit. Delta Faucet Company se dégage de toute responsabilité à l'égard de toute détérioration du produit résultant d'une usure raisonnable et des dommages causés par une utilisation à l'extérieur, un mauvais usage (y compris l'utilisation du produit à des fins autres que celles auxquelles il est destiné), un usage abusif, la négligence ou l'utilisation d'une méthode d'installation, de maintenance ou de réparation incorrecte ou inadéquate, y compris les dommages résultant du non-respect des instructions de nettoyage et d'entretien applicables. Delta Faucet Company vous recommande de confier tous les travaux d'installation et de réparation à un plombier professionnel. Nous vous recommandons également d'utiliser uniquement des pièces de rechange Delta® authentiques.

Ce que vous pouvez faire pour vous prévaloir de la garantie ou obtenir des pièces de rechange. Vous pouvez présenter une réclamation en vertu de la garantie et obtenir des pièces de rechange en appelant au 1-800-355-2721 ou en communiquant avec nous à l'une des adresses postales ou des adresses de courriel indiquées ci-dessous (n'oubliez pas d'indiquer le numéro de modèle et la date d'achat).

Aux États-Unis et au Mexique

Delta Faucet Company
55 E, 111th Street
Indianapolis, IN 46280
Attention: Warranty Service
www.deltafaucet.com/service-parts/contact-us

Au Canada:

Masco Canada Limited, Groupe plomberie
Centre de services techniques
350, chemin South Edgeware
St. Thomas (Ontario) Canada N5P 4L1
www.deltafaucet.com/service-parts/contact-us

La preuve d'achat (original du reçu) du premier acheteur doit être présentée à Delta Faucet Company pour toutes les réclamations en vertu de la garantie, sauf si le produit a été enregistré par l'acheteur auprès de Delta Faucet Company. La présente garantie s'applique uniquement aux produits de salle de bain Delta® installés aux États-Unis d'Amérique, au Canada et au Mexique.

N'UTILISEZ PAS CERTAINS NETTOYANTS. Les nettoyeurs qui contiennent un ou plus d'un des produits énumérés ci-après peuvent faire fissurer le produit de bain ou en altérer la couleur. La garantie ne s'applique pas si un nettoyeur qui contient un ou plus d'un de ces produits chimiques a été utilisé.

- Naphta
- Acétate de pentyle
- Solution de peroxyde d'hydrogène (également appelée eau oxygénée)
- Toluène
- Acétate d'éthyle
- Hydroxyde de potassium (utilisé couramment dans les nettoyeurs pour renvoi d'eau)
- Acétone

Limitation de la durée des garanties implicites. Veuillez noter que dans les États ou les provinces (y compris le Québec) où il est interdit de limiter la durée d'une garantie implicite, les limites mentionnées ci-dessous peuvent ne pas s'appliquer. DANS TOUTE LA MESURE DE CE QUI EST PERMIS PAR LA LOI APPLICABLE, TOUTES LES GARANTIES IMPLÍCITES, Y COMPRIS LES GARANTIES IMPLÍCITES DE QUALITÉ MARCHANDISE ET D'ADEQUATION À UN USAGE PARTICULIER, SE LIMITENT À LA PÉRIODE FIXÉE PAR LA LOI OU À LA DURÉE DE LA PRÉSENTE GARANTIE, LA PLUS COURTE DES DEUX PÉRIODES S'APPLIQUANT.

Limitation des dommages particuliers, consécutifs ou indirects. Veuillez noter que dans les États ou les provinces (y compris le Québec) où il est interdit d'exclure ou de limiter les dommages particuliers, consécutifs ou indirects, les exclusions et les limites mentionnées ci-dessous peuvent ne pas s'appliquer. DANS TOUTE LA MESURE DE CE QUI EST PERMIS PAR LA LOI APPLICABLE, DELTA FAUCET COMPANY SE DÉGAGE DE TOUTE RESPONSABILITÉ À L'ÉGARD DES DOMMAGES PARTICULIERS, CONSÉCUTIFS ET INDIRECTS (Y COMPRIS LES FRAIS DE MAIN-D'ŒUVRE POUR LA RÉPARATION, LE REMPLACEMENT, L'INSTALLATION OU LA DÉPOSE DU PRODUIT), PEU IMPORTÉ QU'ILS DÉCOULENT D'UNE RUPTURE D'UNE GARANTIE IMPLÍCITE OU EXPLÍCITE, D'UNE RUPTURE DE CONTRAT, D'UN DÉLIT CIVIL OU D'UNE AUTRE CAUSE. DELTA FAUCET COMPANY SE DÉGAGE DE TOUTE RESPONSABILITÉ À L'ÉGARD DE TOUTE DÉTÉRIORATION DU PRODUIT RÉSULTANT D'UNE USURE RAISONNABLE ET DES DOMMAGES CAUSÉS PAR CAUSÉS PAR UNE UTILISATION À L'EXTÉRIEUR, UN MAUVAIS USAGE (Y COMPRIS L'UTILISATION DU PRODUIT À DES FINS AUTRES QUE CELLES AUXQUELLES IL EST DESTINÉ), UN USAGE ABUSIF, LA NÉGLIGENCE OU L'UTILISATION D'UNE MÉTHODE D'INSTALLATION, DE MAINTENANCE OU DE RÉPARATION INCORRECTE OU INADÉQUATE, Y COMPRIS LES DOMMAGES RÉSULTANT DU NON-RESPECT DES INSTRUCTIONS D'INSTALLATION, D'ENTRETIEN ET DE NETTOYAGE APPLICABLES, ET CES DOMMAGES NE SONT PAS COUVERTS PAR LA GARANTIE. Avis à l'intention des résidents de l'état du New Jersey : Les dispositions de la présente garantie, y compris ses limitations, s'appliquent dans toute la mesure permise par les lois de l'état du New Jersey.

Droits supplémentaires. La présente garantie vous procure des droits précis reconnus par la loi. Vous pouvez avoir d'autres droits qui varient selon l'état ou la province. La présente garantie écrite est la seule garantie offerte par Delta Faucet Company et elle n'est pas transférable.

Si vous avez des questions ou des préoccupations concernant notre soutien technique, l'installation ou notre garantie, veuillez communiquer avec nous de la manière indiquée ci-dessus ou visiter notre site Web à www.deltabathing.com/bathroom/bathing.

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INSTALLATION INSTRUCTIONS OVATION® BATH AND SHOWER WALL SETS

MODELS: 2968BWT60, 2968SWT60

Visit www.americanstandard.com for coordinating products.

RFQ.FY24-13
*American
Standard*

Thank you for selecting American Standard - the benchmark of fine quality for over 140 years. To ensure this product is installed properly, please read these instructions carefully before you begin. (Certain installations may require professional help.)

BEFORE YOU BEGIN....

Local building codes vary by location. Observe all local plumbing and building codes.

Unpack your new walls and inspect them carefully for damage. Verify that the walls are the correct size for your installation. Refer to American Standard roughing-in information for specific dimensions for each model.

NOTE: Remove protective plastic coating material from surface of panel before installation.

Take extra care in handling the front surfaces of the walls. Use only non-abrasive cloths to avoid scratching.

REQUIRED TOOLS AND MATERIALS

TOOLS:

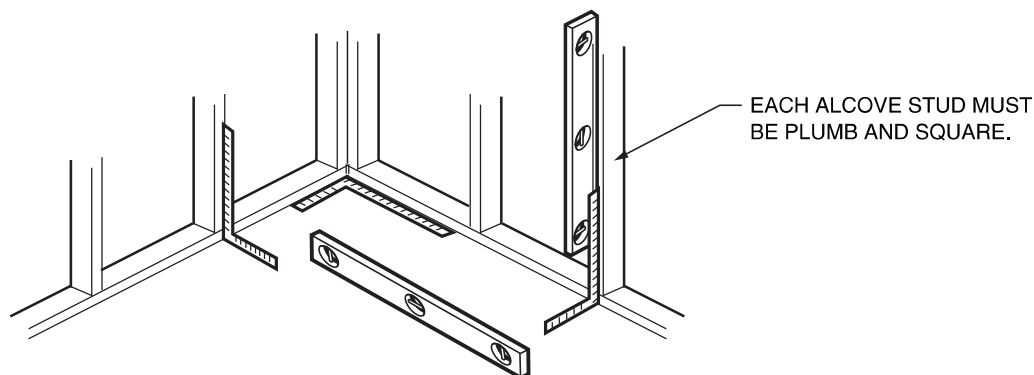
Pencil	Tape Measure
Drill	Caulking Gun
Square	Hole Saw or Jig Saw
Level	with fine tooth blade

MATERIALS:

Waterproof Adhesive	Safety Glasses
Tub & Tile Sealant	Masking Tape
Mineral Spirits	

PREPARATION: Must be installed over **SHEETROCK/GREENBOARD**.

Illustration 1



A) WALL SURFACE PREPARATION

NOTE: For best adhesion, we suggest priming walls prior to installation.

Ensure wall surface is dry, smooth, and free of dust, soap scum, mold or other contaminants. Wipe wall surfaces with a damp cloth and allow to dry.

Wall surface must be dry before panels can be applied.

Ensure that alcove is plumb and square. **See Illustration 1.**

B) ROUGH PLUMBING & FITTINGS MUST BE INSTALLED BEFORE WALLS

Turn off hot & cold water supplies.

Remove faucet handles, escutcheons, filler spouts and any other fixtures & fittings (e.g. towel bars, soap dishes, etc.).

C) IF YOU PLAN TO INSTALL A SHOWER DOOR

Follow manufacturer's instructions and prepare stud wall accordingly.

DRY FITTING THE PANELS ON THE WALL

- A)** Dry fit the panels starting with the rear panel first, keeping it centered, equidistant between the 2 rear corners of the wall. Use masking tape to hold panel in position. Mark a vertical line top to bottom at the corner edges of the panel on the rear wall to ensure panel is centered between the 2 corners as a reference. **See Illustration 2.**

NOTE: If any trimming is needed, measure and mark dimensions. Cut with a fine tooth Jig Saw. If installing in a 48" shower alcove, follow procedure below for "Installing a 48" Shower Alcove".

- B)** When dry fitting side panels, place the panel entrance edge at the desired location on wall while also ensuring a gap or distance no greater than 7-3/4" (197mm) exists at the panel's back corner to the rear wall. Use masking tape to hold panel in position. Mark a vertical line top to bottom on the side wall near the corner at back edge of side panel to reference later. Repeat for opposite side panel wall.

NOTE: Verify that the gaps at both rear corners can be covered by the corner panels by dry fitting or placing a corner panel in each corner. **See Illustrations 4 and 5.**

- C)** Once side panels are properly dry fitted, mark all plumbing locations where shower valves or shower heads come through the side panel. Drill holes at each location using a Hole Saw large enough to accommodate the opening but small enough to be covered by the trim plates. **See Illustration 3.**

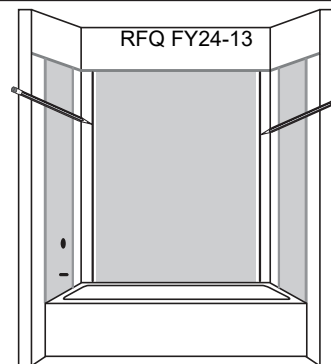


Illustration 2

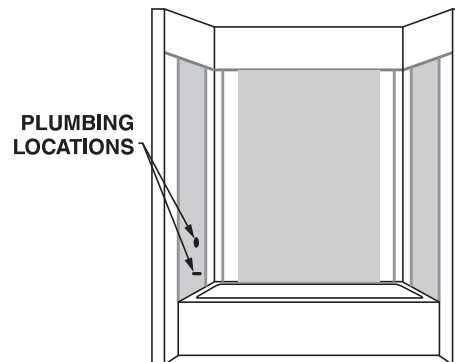


Illustration 3

INSTALLING IN A 48" SHOWER ALCOVE

- a)** If installing in a 48" alcove area using the Ovation Shower Wall Set, the rear panel will need to be cut or trimmed to fit.
- b)** To accurately measure and cut the rear panel for your alcove, dry fit both corner panels squarely into the corners of the alcove and tape to hold in place. **See Illustration 4.**
- c)** Measure the distance from raised lip of one rear corner to raised lip of opposite rear corner so the rear corners overlap the rear panel. **See Illustration 5.** This dimension is what the rear panel will be trimmed to. Ensure the dimension obtained will allow the rear panel when cut, to slide under or overlap the raised lip of each rear corner. **See Illustration 6.**
- d)** Mark the rear panel from the dimension obtained above and cut or trim the panel using a fine toothed Jig Saw.
- e)** Dry fit the trimmed rear panel to the wall while placing each corner panel in place, observing that the rear panel correctly fits under and overlaps the raised lip of each corner panel.
- f)** Once the rear panel is correctly trimmed and fits in place, proceed to **Step 1B** at top of this page.

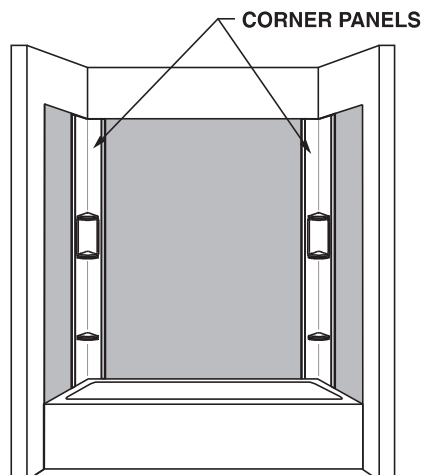


Illustration 4

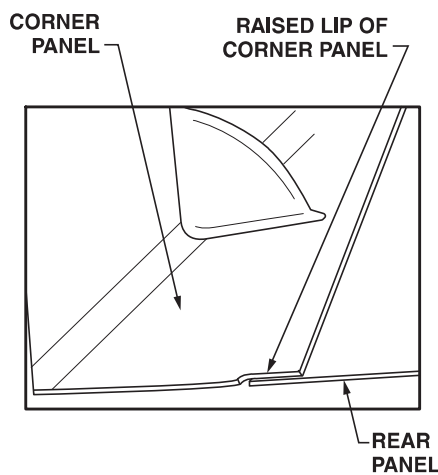


Illustration 5

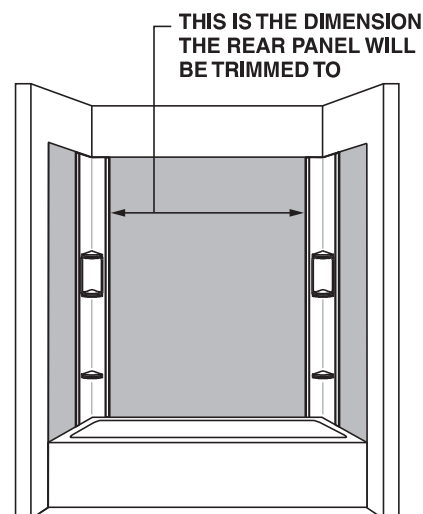


Illustration 6

2

INSTALLING BACK AND SIDE WALLS

NOTE – INSTALL ONLY ONE WALL AT A TIME AND REMOVE FILM FROM WALLS PRIOR TO INSTALLATION.

A) Wipe all back side of panels and walls with a damp cloth to remove any dust or debris and allow to fully dry.

B) Apply adhesive in a zig-zag pattern on the wall within marked lines, keeping bead thickness to 1/8" (3mm) or less. **See Illustration 7.**

NOTE: Applying beads of adhesive thicker than 1/8" (3mm) may make it difficult to spread behind the panel once it is up and installed creating a ripple effect on the panel.

C) Move rear panel onto the wall keeping a space of approximately 1/8" (3mm) off of the surface of the tub deck or shower base and keeping panel between the marked lines previously drawn. Press panel firmly over entire surface to ensure firm contact of panel to adhesive on wall. **See Illustration 8.**

NOTE: It may be necessary to brace or support the panel against the wall until the panel stays securely in place. Place a cloth under the supports to prevent marring of the walls surface.

D) Install side panels in the same manner using the same adhesive pattern. Wipe off any excessive adhesive with mineral spirits.

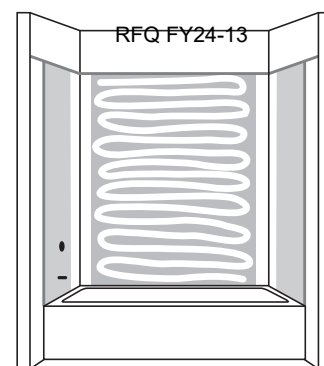


Illustration 7

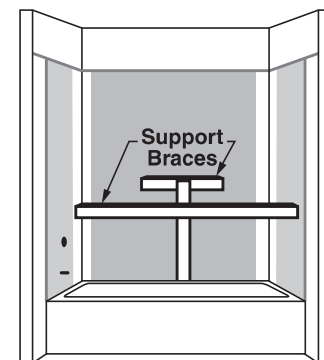


Illustration 8

3

INSTALLING THE CORNER PANELS

A) Place corner panel into rear corner of shower and check for proper fit of corner panel to shower walls.

NOTE: Make sure corner panel is aligned right side up so that flat shelving surface is facing upward.

Ensure corner panels completely overlap both rear and side panels by at least 1/4" (6mm).

B) Apply adhesive to one rear corner at a time (**See Illustration 9**) top to bottom, side to side and on back of the corner panel (**see Illustration 10**) and place into rear corner of shower (**See Illustration 11**). Press firmly to hold in place.

NOTE: It may be necessary to brace or support the corner panel in position until the adhesive dries. Use cloth under any support to prevent any marring of the walls finished surface.

C) Wipe the panel down with a damp rag while continuing to apply pressure to the panel to ensure it makes complete contact.

NOTE: WIPE ANY EXCESS ADHESIVE FROM THE PANEL WITH A DAMP RAG OR MINERAL SPIRITS.

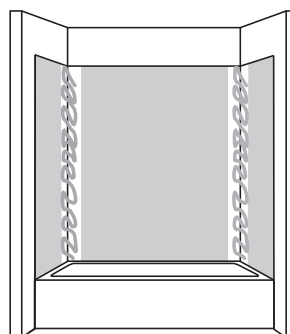


Illustration 9

APPLY SEALANT ALONG THE BACK

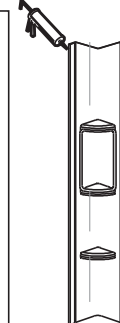


Illustration 10

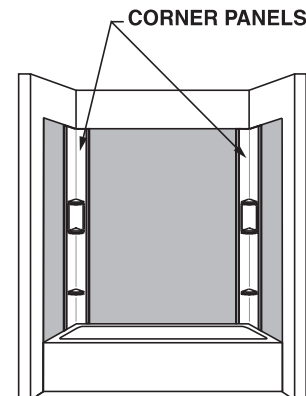


Illustration 11

4

APPLYING SEALANT AND INSTALLING SHOWER HANDLE AND SHOWER HEAD

A) Allow 24 hours for the wall panel adhesive to dry before applying the sealant.

B) Apply a bead of sealant around all corners, outside edges of panels, corner panels and deck of tub or shower base. **See Illustration 12.**

C) Install the shower handle and shower head per the manufacturer's instructions. Be sure to apply sealant to all trim plates.

NOTE: ALLOW 24 HOURS FOR THE SEALANT TO DRY BEFORE USE.

Install the shower door or shower curtain rod according to the manufacturer's instructions.

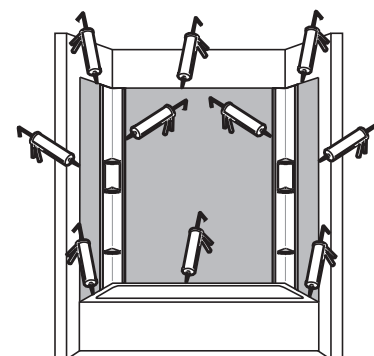


Illustration 12

Remove all construction debris. Do not use wire brushes or any other metal implement on surface.

Post installation clean-up generally can be completed using warm water and liquid dishwashing detergent.

Painter's naphtha can be used to remove excess adhesives and/or wet oil-base paint.

AFTERCARE and CLEANING

! WARNING: Cleaning products with labels that say "not suitable for use with ABS, acrylic or polystyrene" **SHOULD NOT BE USED.** Read all labels carefully.

- **HARSH CHEMICALS SHOULD NEVER BE USED ON SHOWER WALL SURFACE.** Clean after use with a mild liquid household detergent cleaner. Do not use Lestoil, Lysol Disinfectant (spray or concentrate), or Lysol Basin, Tub and Tile Cleaner, Windex, Mr. Clean, Dow Disinfectant Bathroom Cleaner, or cleaning products in aerosol cans.
- Do not use wire brushes, knives or sharp objects to remove stains, cigarette tar deposits, or other surface blemishes.
- Abrasive cleaners or powders must not be used, since they will dull the surface. If the glossy surface loses its sheen, dulled areas or light scratches can be restored by rubbing with a white "automotive type" polishing compound and waxing with a "liquid wax."
- **Do not wax areas where you walk or stand.**
- Do not allow nail polish remover, acetone, dry cleaning fluid, paint remover or other solvents to come into contact with the surface.
- Clean the surrounding surface immediately after using caustic drain cleaners.
- Burning cigarettes will damage the surface.

AS America, Inc. 10 Year Limited Warranty for Ovation Bath and Shower Walls

AS America, Inc. ("American Standard") warrants to the original consumer purchaser that it will, at its option, repair or replace the walls or any of its parts that are found by American Standard, in its sole judgment, to be defective under normal residential use and maintenance so long as it is owned by the original consumer purchaser.

To activate this limited warranty, the purchaser must go online to our website at www.americanstandard-us.com/warranty to register their bath walls within thirty (30) days of purchase.

In no event will American Standard be liable for the cost of repair or replacement of any materials damaged during installation including but not limited to tiles and marble.

This limited warranty DOES NOT COVER the following:

1. Defects or damages arising from shipping, installation, alterations, accidents, abuse, misuse, lack of proper maintenance and cleaning as directed in the owner's manual and use of other than genuine American Standard replacement parts, in all cases whether caused by a plumbing contractor, service company, the owner or any other person.
2. Deterioration through normal wear and tear and the expense of normal maintenance.
3. Commercial application.
4. Options and accessories. American Standard's limited warranty on these items is one year for parts only and excludes labor. This one year limited warranty covers accessories manufactured by American Standard (e.g. aprons, drains, grab bars, heaters, trim kits) against defects of material or workmanship. Warranty coverage begins on the date the accessory was originally purchased by the owner.
5. Postage or shipping costs for returning products for repairs or replacement under this limited warranty and labor or other costs incurred in connection with product removal or installation under this limited warranty.
6. ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, OR THE EXTENSION BEYOND THE DURATION OF THIS LIMITED WARRANTY OF ANY IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE. (Some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you.)
7. Responsibility for compliance with local code requirements. (Since local code requirements vary greatly distributors, retailers, dealers, installation contractors and users of plumbing products should determine whether there are any code restrictions on the installation or use of a specific product.)

This warranty gives you specific legal rights. You may have other legal rights that vary from state to state. For service under this warranty, you should contact the following:

In the United States:
American Standard Brands
1 Centennial Ave.
Piscataway, New Jersey 08854
Attention: Director of Consumer Affairs

For residents of the United States, warranty information may also be obtained by calling the following toll free number: (800) 442-1902
www.americanstandard.com

In Canada:
LIXIL Canada ULC
5900 Avebury Rd.
Mississauga, Ontario
Canada L5R 3M3

Toll Free: (800) 387-0369
www.americanstandard.ca

In Mexico:
American Standard B&K Mexico
S. de R.L. de C.V.
Via Morelos #330
Col. Santa Clara
Ecatepec 55540 Edo. Mexico
Toll Free: 01-800-839-1200
www.americanstandard.com.mx

INSTRUCCIONES DE INSTALACIÓN JUEGOS DE PARED PARA DUCHAS Y TINAS OVATION®

RFQ.FY24-13
*American
Standard*

MODELOS: 2968BWT60, 2968SWT60

Visite www.americanstandard.com para ver los productos que hacen juego.

Gracias por elegir American Standard, el parámetro de excelente calidad por más de 140 años. Para asegurar que este producto se instale de manera adecuada, lea las instrucciones con atención antes de comenzar. (Para algunas instalaciones puede necesitarse ayuda profesional).

ANTES DE COMENZAR...

Los códigos de construcción varían de un lugar a otro. Respete todos los códigos locales de edificación y plomería.

Desempaque sus nuevas paredes y fíjese atentamente que no estén dañadas. Verifique que las paredes sean del tamaño correcto para su instalación. Consulte la información de preparación de American Standard para las dimensiones específicas de cada modelo.

NOTA: Quite el material plástico de protección de la superficie del panel antes de la instalación.
Tenga mucho cuidado al manipular las superficies frontales de las paredes. Use únicamente paños no abrasivos para evitar los rayones.

HERRAMIENTAS Y MATERIALES NECESARIOS

HERRAMIENTAS:

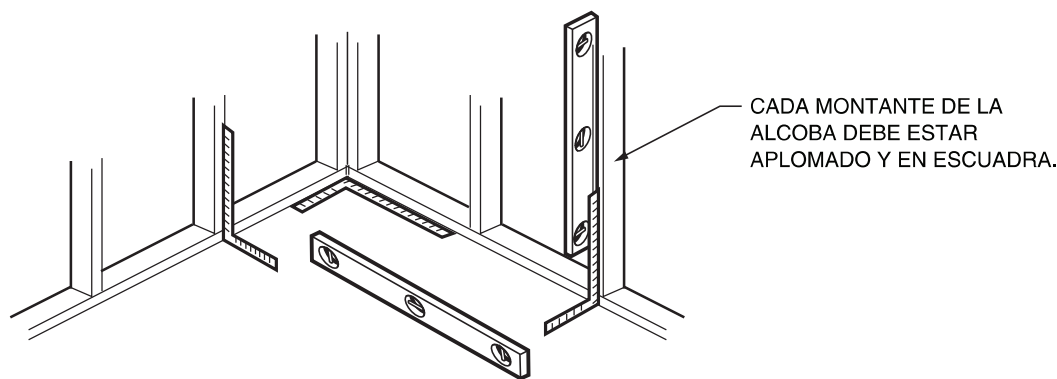
Lápiz	Cinta métrica
Taladro	Pistola de calafateo
Escuadra	Sierra de perforación o sierra
Nivel	caladora con dientes finos

MATERIALES:

Adhesivo impermeable	Lentes de seguridad
Sellador de tina y azulejos	Cinta Protectora
Aguarrás mineral	

PREPARACIÓN: Se debe instalar sobre una placa SHEETROCK/GREENBOARD.

Ilustración 1



A) PREPARACIÓN DE LA SUPERFICIE DE LA PARED

NOTA : Para una mejor adhesión, sugerimos pintar las paredes con una base antes de la instalación.

Asegúrese de que la superficie de la pared esté seca, lisa, sin polvo, ni residuos de jabón, moho u otros contaminantes. Limpie todas las superficies con un paño húmedo y deje secar.

La superficie de la pared debe estar seca antes de aplicar los paneles.

Asegúrese de que la alcoba esté aplomada y a escuadra.
Vea la ilustración 1.

B) LA PLOMERÍA Y LAS CONEXIONES BÁSICAS DEBEN INSTALARSE ANTES QUE LAS PAREDES.

Apague los suministros de agua caliente y fría.

Quite las manijas de las llaves, los chapetones, los picos de salida y otras griferías u accesorios (ej. toalleros, jaboneras, etc.)

C) SI PLANEA INSTALAR UNA PUERTA DE DUCHA

Siga las instrucciones del fabricante y prepare la pared de entramado como corresponda.

MONTAJE A SECO DE LOS PANELES EN LA PARED

A) Monte a seco los paneles comenzando con el panel posterior primero, manteniéndolo centrado, equidistante entre las 2 esquinas de la pared. Use cinta protectora para mantener el panel en su lugar. Marque una línea vertical de arriba a abajo en los bordes de esquina del panel en la pared posterior para asegurarse de que el panel esté centrado entre las 2 esquinas como referencia. **Vea la ilustración 2.**

NOTA: Si se requiere recortar, mida y marque las dimensiones. Corte con una sierra caladora de dientes finos. Si va a hacer la instalación en una alcoba de ducha de 48", siga el procedimiento **"Instalación de una alcoba de ducha de 48"**."

B) Cuando monte a seco los paneles laterales, coloque el borde de entrada del panel en el lugar deseado en la pared mientras se asegura de que quede un espacio o una distancia no mayor a 7-3/4" (197mm) en la esquina posterior del panel de la pared posterior. Use cinta protectora para mantener el panel en su lugar. Marque una línea vertical de arriba a abajo en la pared lateral cerca de la esquina en el borde posterior del panel lateral como referencia posterior. Repita para la pared del panel lateral opuesto.

NOTA: Verifique que los espacios en ambas esquinas posteriores puedan cubrirse con los paneles esquineros montando a seco o colocando un panel esquinero en cada esquina.

Vea las ilustraciones 4 y 5.

C) Una vez que los paneles laterales están adecuadamente montados a seco, marque todas las ubicaciones de plomería donde las válvulas de la ducha o las cabezas de la ducha pasan por el panel lateral. Taladre orificios en cada lugar usando una sierra de perforación lo suficientemente grandes para la abertura pero lo suficientemente chicos para quedar cubiertos por las placas de los accesorios. **Vea la ilustración 3.**

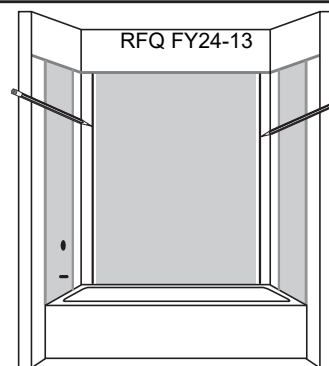


Ilustración 2

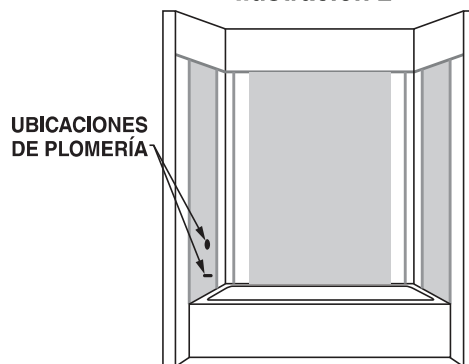


Ilustración 3

INSTALACIÓN EN UNA ALCOBA DE DUCHA DE 48"

- Si la instalación se va a hacer en un área de alcoba de 48" con un juego de pared para ducha Ovation, el panel posterior deberá cortarse o recortarse para que encaje.
- Para medir y cortar con precisión el panel posterior para la alcoba, monte a seco ambos paneles esquineros a escuadra en las esquinas de la alcoba y fíjelos con cinta. **Vea la ilustración 4.**
- Mida la distancia desde el reborde de una esquina posterior hasta el reborde de la esquina opuesta de manera tal que las esquinas posteriores se superpongan con el panel posterior. **Vea la ilustración 5.** El panel posterior se tiene que recortar a esta dimensión. Asegúrese de que la dimensión obtenida permita que el panel posterior después de ser cortado se deslice debajo del reborde de cada esquina posterior o se superponga con cada una de ellas. **Vea la ilustración 6.**
- Marque el panel posterior a la dimensión obtenida en el paso anterior y corte o recorte el panel usando una sierra caladora de dientes finos.
- Verifique a seco que el panel posterior recortado encaje en la pared mientras coloca el panel esquinero en su lugar, observando que el panel posterior encaje correctamente debajo y se superponga con el reborde de cada panel.
- Una vez que el panel posterior está correctamente recortado y encaja en el lugar, proceda con el **paso 1B** descrito anteriormente.

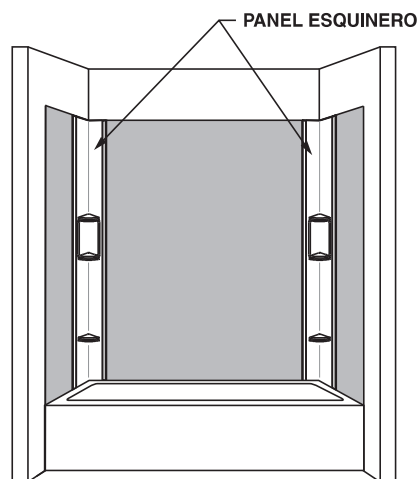


Ilustración 4

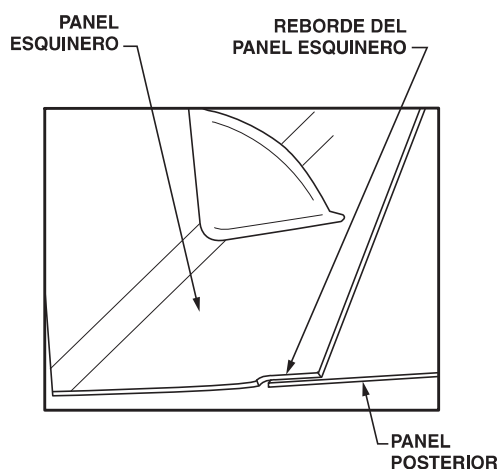


Ilustración 5

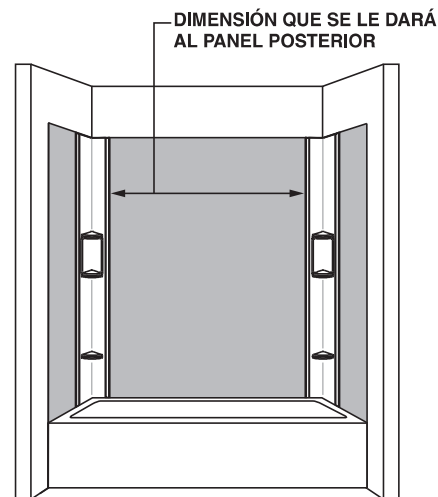


Ilustración 6

INSTALACIÓN DE PARED POSTERIOR Y LATERALES

NOTA - INSTALAR SOLO UNA PARED A LA VEZ Y RETIRAR LA PELÍCULA DE LAS PAREDES ANTES DE LA INSTALACIÓN.

- A) Limpie el lado posterior de todos los paneles laterales con un paño húmedo para retirar polvo o residuos y deje secar por completo.
- B) Aplique adhesivo siguiendo un patrón de zig-zag sobre la pared dentro de las líneas marcadas con gotas de un espesor de 1/8" (3mm) o menos. **Vea la ilustración 7.**

NOTA: Aplicar gotas de adhesivo de más de 1/8" (3mm) de espesor puede dificultar esparcir detrás del panel una vez que el panel esté instalado creando un efecto irregular en el panel.

- C) Mueva el panel posterior a la pared manteniendo un espacio de aproximadamente 1/8" (3mm) de la superficie de la plataforma de la tina o de la base de la ducha y manteniendo también el panel entre las líneas marcadas anteriormente. Presione firmemente el panel sobre toda la superficie para asegurar un contacto firme del panel al adhesivo en el muro. **Vea la ilustración 8.**

NOTA: Es posible que sea necesario ajustar o soportar el panel contra el muro hasta que el panel quede fijado en su lugar. Coloque un paño bajo los soportes para prevenir dañar la superficie de las paredes.

- D) Instale los paneles laterales de la misma manera usando el mismo patrón para el adhesivo. Limpie el exceso de adhesivo con aguarrás mineral.

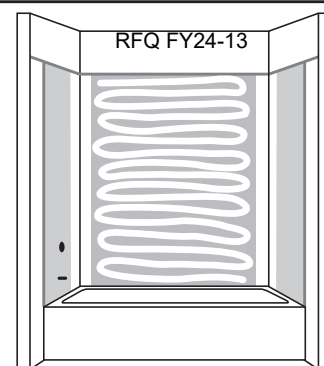


Ilustración 7

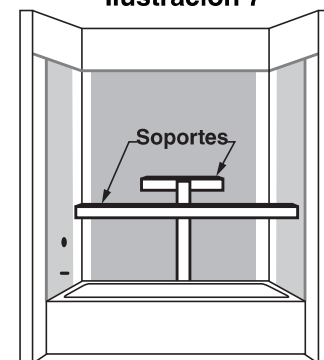


Ilustración 8

INSTALAR LOS PANELES ESQUINEROS

- A) Coloque el panel esquinero en la esquina posterior de la ducha y verifique que el panel esquinero encaje bien en las paredes de la ducha.

NOTA : Asegúrese de que el panel esquinero esté alineado con el lado correcto hacia arriba para que los estantes queden mirando hacia arriba.

Asegúrese de que los paneles esquineros se superpongan completamente con el panel posterior y los paneles laterales al menos 1/4" (6mm).

- B) Aplique adhesivo a una esquina posterior por vez (**ver la ilustración 9**) de arriba hacia abajo, de lado a lado y en la parte posterior del panel esquinero (**ver la ilustración 10**) y colóquelo en la esquina posterior de la ducha (**ver ilustración 11**). Presione firmemente para fijar.

NOTA: Es posible que sea necesario sujetar o soportar el panel esquinero en su lugar hasta que el adhesivo se seque. Use un paño debajo de cualquier soporte para prevenir dañar la superficie acabada de las paredes.

- C) Limpie el panel con un paño húmedo mientras continúa aplicando presión al panel para asegurarse de que haga contacto total.

NOTA: LIMPIE TODO ADHESIVO EN EXCESO DEL PANEL CON UN PAÑO HÚMEDO O AGUARRÁS MINERAL.

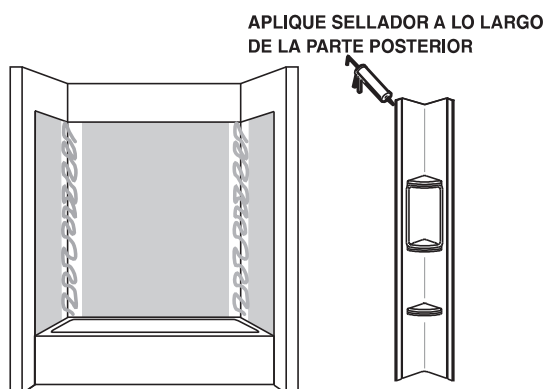


Ilustración 9

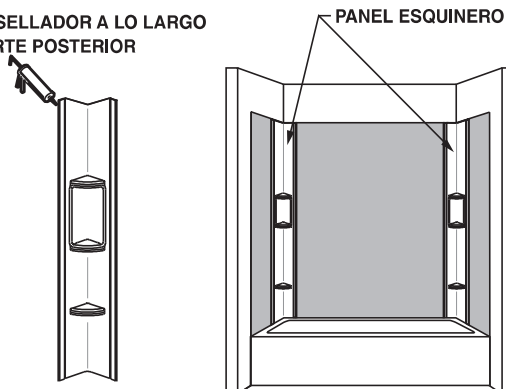


Ilustración 10

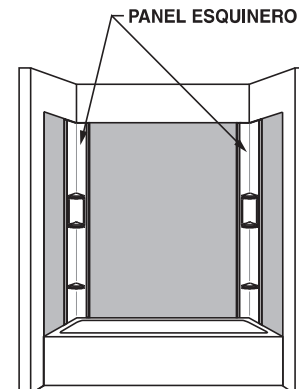


Ilustración 11

APLICACIÓN DE SELLADOR E INSTALACIÓN DE LA LLAVE DE LA DUCHA Y DE LA CABEZA DE LA DUCHA

- A) Dejar pasar 24 horas para que el adhesivo del panel de la pared se seque antes de aplicar el sellador.
- B) Aplicar una gota de sellador alrededor de todos las esquinas, bordes exteriores de los paneles, paneles esquineros y plataforma de tina o base de la ducha. **Vea la ilustración 12.**
- C) Instalar la llave de la ducha y la cabeza de la ducha según las instrucciones del fabricante. Asegúrese de aplicar sellador a todas las placas de los accesorios.

NOTA: DEJE PASAR 24 HORAS PARA QUE EL SELLADOR SE SEQUE ANTES DE USAR.

Instale la puerta de la ducha o el barral de la ducha de acuerdo con las instrucciones del fabricante.

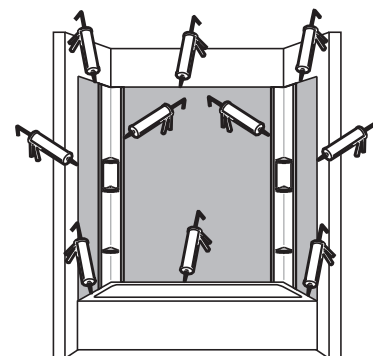


Ilustración 12

Retire todos los desechos de construcción. No utilice cepillos de alambre ni otro implemento de metal sobre la superficie.

La limpieza posterior a la instalación generalmente puede realizarse usando agua tibia y detergente líquido para vajilla.

Puede utilizarse nafta de pintor para retirar el exceso de adhesivo y/o pintura a base de aceite húmeda.

CUIDADO y LIMPIEZA

⚠ ADVERTENCIA: Los productos de limpieza cuyas etiquetas indiquen "no adecuado para usar con ABS, acrílico o poliestireno" **NO DEBEN USARSE.** Lea todas las etiquetas con atención.

- **NUNCA USE SUSTANCIAS QUÍMICAS ABRASIVAS EN LA SUPERFICIE DE LA PARED DE LA DUCHA.** Después del uso, limpie con un detergente doméstico líquido suave. No utilice Lestoil®, desinfectante Lysol® (rociador o concentrado), o limpiador para azulejos, tinajas y lavabos Lysol®, Windex®, Mr. Clean®, limpiador desinfectante para baños Dow® o productos de limpieza en aerosol.
- No use cepillos de alambre, cuchillos ni objetos filosos para quitar manchas, depósitos de alquitrán de cigarrillo ni otras manchas en la superficie.
- No deben usarse polvos o limpiadores abrasivos, ya que opacan la superficie. Si la superficie brillante pierde su lustre, las áreas opacas o los rayones leves pueden arreglarse frotando un compuesto de pulido blanco "tipo automotor" y encerando con una "cera líquida."
- **No encere las zonas donde camina o está de pie.**
- No permita que entren en contacto con la superficie quitaesmalte, acetona, fluido de limpieza en seco, removedor de pintura u otros solventes.
- Limpie la superficie circundante inmediatamente después de haber usado un limpiador de desagüe cáustico.
- Un cigarrillo encendido puede dañar la superficie.

AS America, Inc. Garantía limitada de 10 años para las paredes de ducha y tina Ovation

AS America, Inc. ("American Standard") garantiza al comprador consumidor original que, a opción del primero, reparará o reemplazará las paredes o cualquiera de sus partes que American Standard, a su única discreción, considere defectuosa en condiciones de uso y mantenimiento residencial normal siempre y cuando sea la propiedad del comprador consumidor original.

Para activar esta garantía limitada, el comprador debe visitar nuestro sitio web en línea en www.americanstandard-us.com/warranty para registrar sus paredes de ducha dentro de los treinta (30) días de efectuada la compra.

American Standard no será responsable en ningún caso del costo de reparación o del reemplazo de ningún material de instalación incluyendo, sin limitación, los azulejos y el mármol.

Esta garantía limitada NO CUBRE lo siguiente:

1. Los defectos o daños que surjan del envío, la instalación, las modificaciones, los accidentes, el abuso, el uso incorrecto o la falta de mantenimiento y limpieza adecuados tal como se indica en el manual del propietario, así como el uso de refacciones que no sean American Standard auténticas, en todos los casos ya sea causado por un plomero contratista, una empresa de servicios, el propietario o cualquier otra persona.
2. El deterioro del producto por el desgaste normal y el costo del mantenimiento normal.
3. La aplicación comercial.
4. Las opciones y los accesorios. La garantía limitada de American Standard sobre estos artículos es de un año para las piezas únicamente y excluye la mano de obra. Esta garantía limitada de un año cubre los accesorios fabricados por American Standard (p. ej. faldones, desagües, barras de sujeción, calentadores, juegos de accesorios) por defectos en el material o la mano de obra. La cobertura de la garantía comienza en la fecha en que el propietario compró originalmente el accesorio.
5. Los gastos de correo o envío por la devolución de productos para su reparación o reemplazo bajo esta garantía limitada y la mano de obra u otros gastos realizados en relación con el retiro o la instalación del producto bajo esta garantía limitada.
6. **TODA RESPONSABILIDAD POR DAÑOS Y PERJUICIOS EMERGENTES O INCIDENTALES QUEDA EXPRESAMENTE DESLINDADA POR EL PRESENTE, O LA PRÓRROGA MÁS ALLÁ DEL PLAZO DE ESTA GARANTÍA LIMITADA DE CUALQUIER GARANTÍA IMPLÍCITA, INCLUYENDO LAS GARANTÍAS DE COMERCIALIZACIÓN O APTITUD PARA UN FIN DETERMINADO.** (Algunas jurisdicciones no permiten limitaciones a la duración de una garantía implícita, o la exclusión o limitación de daños y perjuicios incidentes o emergentes, por lo cual estas limitaciones y exclusiones podrán no aplicarse a su caso.)
7. Responsabilidad por el cumplimiento de los requisitos de los códigos locales. (Debido a que los requisitos de los códigos locales varían mucho, los distribuidores, minoristas, concesionarios, contratistas de instalación y usuarios de productos de plomería deben determinar si existen restricciones de código sobre la instalación o el uso de un producto específico.)

Esta garantía le otorga derechos legales específicos. Podrá tener otros derechos legales que varían según el estado. Para obtener un servicio cubierto por esta garantía, comuníquese con:

En Estados Unidos:

American Standard Brands
1 Centennial Ave.
Piscataway, New Jersey 08854
Atención: Director of Consumer Affairs

Para residentes en Estados Unidos, también se puede obtener información sobre la garantía llamando al siguiente número gratuito: (800) 442-1902
www.americanstandard.com

En Canadá:

LIXIL Canada ULC
5900 Avebury Rd.
Mississauga, Ontario
Canadá L5R 3M3

Número gratuito: (800) 387-0369
www.americanstandard.ca

En México:

American Standard B&K Mexico
S. de R.L. de C.V.
Vía Morelos #330
Col. Santa Clara

Ecatepec 55540 Edo. México
Número gratuito: 01-800-839-1200
www.americanstandard.com.mx

INSTRUCTIONS D'INSTALLATION

ENSEMBLE DE MURS DE DOUCHES ET DE BAIGNOIRES OVATION^{MD}

MODÈLES : 2968BWT60, 2968SWT60

RFQ.FY24-13
American Standard

Pour trouver des produits associés, visitez www.americanstandard.com.

Merci d'avoir choisi American Standard, la référence en matière de qualité depuis plus de 140 ans. Pour vous assurer que le produit a été installé correctement, lisez ces instructions avec attention avant de commencer. (Une aide professionnelle peut être nécessaire pour certaines installations.)

AVANT DE COMMENCER...

Les codes locaux varient en fonction des lieux. Renseignez-vous sur tous les codes de plomberie et du bâtiment.

Déballez vos nouveaux panneaux et vérifiez avec attention qu'ils n'ont subi aucun dommage. Vérifiez que la taille des panneaux convient à votre installation. Consultez les informations d'installation American Standard pour connaître les dimensions spécifiques à chaque modèle.

REMARQUE : Enlevez le revêtement plastique protecteur de la surface du panneau avant l'installation. Manipulez avec une grande précaution les surfaces frontales des panneaux. Utilisez uniquement des linges non abrasifs pour éviter les rayures.

OUTILS ET ÉQUIPEMENT NÉCESSAIRES

OUTILS :

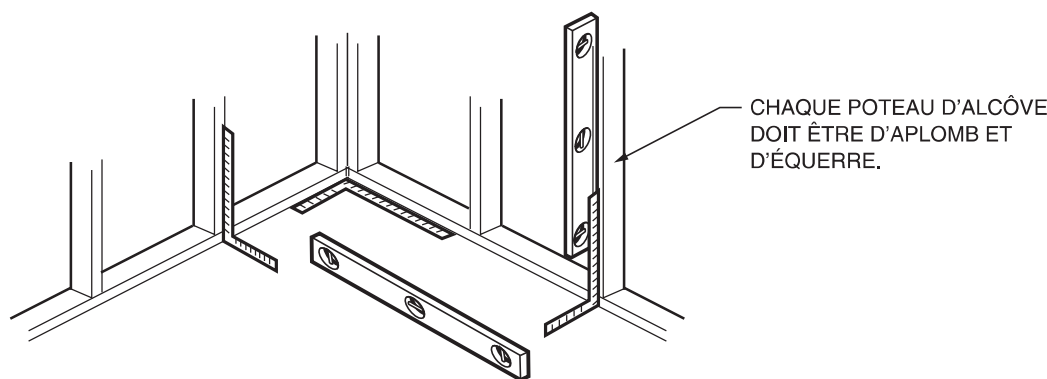
Crayon	Ruban à mesurer
Perceuse	Pistolet extrudeur
Équerre	Scie-cloche ou scie sauteuse à
Niveau	lame à dents fines

ÉQUIPEMENT :

Adhésif résistant à l'eau	Lunettes de sécurité
Adhésif pour baignoire et carreaux	Ruban Masque
Essence minérale	

PRÉPARATION : Doit être installé sur **UNE PLAQUE DE PLÂTRE/UN TABLEAU PEINT EN VERT.**

Image 1



A) PRÉPARATION DU MUR

REMARQUE : Pour une meilleure adhésion, nous vous recommandons d'appliquer un apprêt sur les murs avant l'installation.

Assurez-vous que la surface du mur est sèche, lisse et sans poussière, substance mousseuse, moisissure et contaminant. Essuyez les surfaces du mur avec un chiffon humide et laissez sécher.

La surface du mur doit être sèche avant que les panneaux puissent être appliqués.

Assurez-vous que l'alcôve est d'aplomb et d'équerre. Voir l'image 1.

B) LA ROBINETTERIE BRUTE ET LES RACCORDS DOIVENT ÊTRE INSTALLÉS AVANT LES PANNEAUX MURAUX

Fermez l'alimentation en eau chaude et en eau froide.

Retirez les poignets du robinet, plaques de finition, déverseurs, et tout autre accessoire (p. ex. les porte-serviettes, les porte-savons, etc.).

C) SI VOUS PRÉVOYEZ D'INSTALLER UNE PORTE DE BAIGNOIRE OU DE DOUCHE

Suivez les instructions du fabricant et préparez les poteaux muraux en conséquence.

MONTAGE À SEC DES PANNEAUX SUR LE MUR

- A) Fixez à sec les panneaux en commençant par le panneau arrière, en le maintenant centré et équidistant entre les deux coins arrière du mur. Utilisez du ruban masque pour maintenir le panneau en place. Marquez une ligne verticale de haut en bas sur les bords des coins du panneau sur la paroi arrière pour vous assurer que le panneau est centré entre les 2 coins comme référence. **Voir l'image 2.**

REMARQUE : Si un ajustement est nécessaire, mesurez et marquez les dimensions. Découpez à l'aide d'une scie sauteuse à lame à dents fines. En cas d'installation dans une alcôve de douche de 48 po, suivez la procédure ci-dessous pour « **Installation dans une alcôve de douche de 48 po** ».

- B) Lorsque les panneaux latéraux sont fixés à sec, placez le bord de l'entrée du panneau à l'endroit souhaité sur le mur tout en veillant à ce qu'il n'y ait pas plus de 7-3/4 po (197 mm) d'écart entre le coin arrière du panneau et le mur arrière. Utilisez du ruban masque pour maintenir le panneau en place. Tracez une ligne verticale de haut en bas sur le mur latéral près du coin du bord arrière du panneau latéral pour vous y référer plus tard. Répétez l'opération pour la paroi latérale opposée.

REMARQUE : Vérifiez que les espaces aux deux coins arrière peuvent être recouverts par les panneaux du coin en les posant à sec ou en plaçant un panneau du coin dans chaque coin.

Voir les images 4 et 5.

- C) Une fois que les panneaux latéraux sont correctement installés à sec, marquez tous les endroits de la plomberie où les robinets ou les pommes de douche passent par le panneau latéral. Percez des trous dans chaque emplacement à l'aide d'une scie-cloche. Les trous doivent être suffisants pour la grandeur de l'ouverture mais doivent être suffisamment petits pour être couverts par les plaques de garniture. **Voir l'image 3.**

RFQ FY24-13

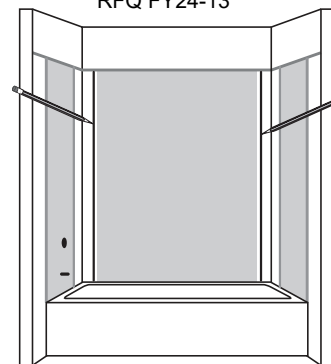


Image 2

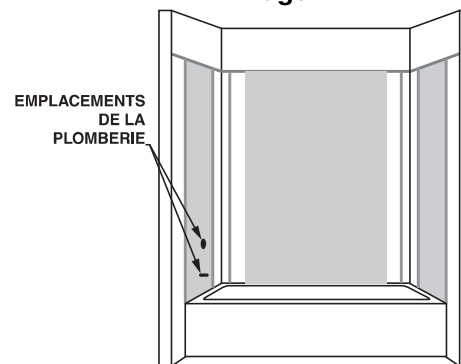


Image 3

INSTALLATION DANS UNE ALCÔVE DE DOUCHE DE 48 PO

- a) En cas d'installation dans une alcôve de 48 po avec l'ensemble de mur de douche Ovation, le panneau arrière devra être coupé ou taillé pour s'adapter.
- b) Pour mesurer et couper avec précision le panneau arrière de votre alcôve, fixez à sec les deux panneaux du coin dans les coins de l'alcôve et maintenez-les en place avec du ruban adhésif. **Voir l'image 4.**
- c) Mesurez la distance entre le rebord surélevé d'un coin arrière et le rebord surélevé du coin arrière opposé, de sorte que les coins arrière recouvrent le panneau arrière. **Voir l'image 5.** Les dimensions sont celles du panneau arrière une fois celui-ci ajusté. Assurez-vous que la dimension obtenue permettra au panneau arrière, une fois coupé, de glisser sous ou de recouvrir le rebord surélevé de chaque coin arrière. **Voir l'image 6.**
- d) Marquez le panneau arrière à partir des dimensions obtenues ci-dessus et coupez ou ajustez le panneau à l'aide d'une scie sauteuse à lame à dents fines.
- e) Fixez à sec le panneau arrière ajusté au mur tout en mettant en place chaque panneau du coin, en observant que le panneau arrière s'adapte correctement sous le rebord surélevé de chaque panneau du coin et le recouvre.
- f) Une fois que le panneau arrière est correctement adapté et est positionné, passez à l'**étape 1B** en haut de cette page.

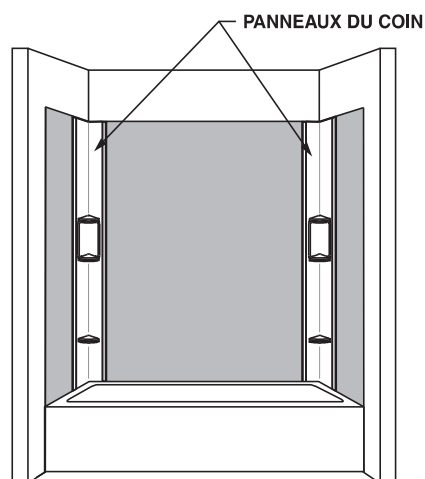


Image 4

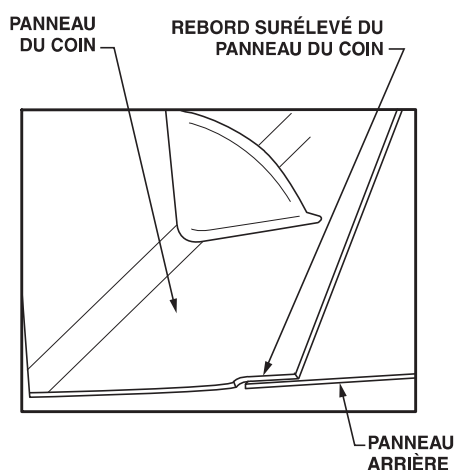


Image 5

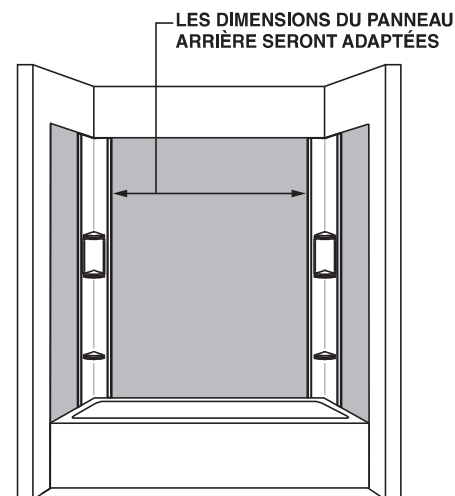


Image 6

INSTALLATION DES MURS ARRIÈRES ET LATÉRAUX

REMARQUE – APPLIQUEZ L'ADHÉSIF SUR UN SEUL MUR À LA FOIS ET RETIREZ LE FILM DES MURS AVANT L'INSTALLATION.

- A) Essuyez l'arrière des panneaux et des murs avec un chiffon humide afin d'éliminer la poussière ou les débris et laissez sécher.
- B) Appliquez l'adhésif en forme de zigzag sur le mur dans les lignes tracées, en gardant une épaisseur de calfeutrage de 1/8 po (3 mm) ou moins. **Voir l'image 7.**

REMARQUE : L'application de noisettes d'adhésif de plus de 1/8 po (3 mm) d'épaisseur peut rendre difficile la répartition derrière le panneau une fois qu'il est en place, ce qui crée un effet d'ondulation sur le panneau.

- C) Déplacez le panneau arrière sur le mur en gardant un espace d'environ 1/8 po (3 mm) par rapport au tablier de la baignoire ou de la base de douche et en maintenant le panneau entre les lignes tracées précédemment. Appuyez fermement sur toute la surface du panneau pour assurer un contact ferme du panneau avec l'adhésif sur le mur. **Voir l'image 8.**

REMARQUE : Il peut être nécessaire de renforcer ou de caler le panneau contre le mur jusqu'à ce qu'il soit bien fixé. Placez un chiffon sous les supports pour éviter d'abîmer la surface des murs.

- D) Installez les panneaux latéraux de la même manière en utilisant le même motif adhésif. Essuyez tout excès d'adhésif avec de l'essence minérale.

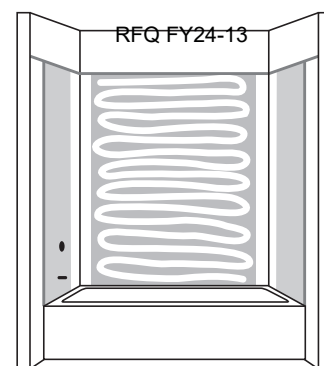


Image 7

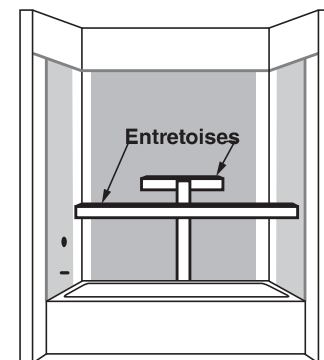


Image 8

INSTALLATION DES PANNEAUX DU COIN

- A) Positionnez le panneau du coin dans le coin arrière de la douche et vérifiez que le panneau du coin est bien ajusté aux murs de la douche.
- REMARQUE :** Veillez à ce que le panneau du coin soit placé à l'endroit de sorte que la partie plate de l'étagère soit orientée vers le haut. Assurez-vous que tous les panneaux du coin recouvrent complètement les panneaux arrière et latéraux d'au moins 1/4 po (6 mm).

- B) Appliquez l'adhésif sur un coin arrière à la fois (**voir image 9**) de haut en bas, d'un côté à l'autre et au dos du panneau du coin (**voir image 10**) et le placer dans le coin arrière de la douche (**voir image 11**). Appuyez fermement pour les fixer solidement.

REMARQUE : Il peut être nécessaire de renforcer ou de caler le panneau du coin en position jusqu'à ce que l'adhésif sèche. Utilisez un chiffon sous le support utilisé pour éviter d'abîmer la surface finie des murs.

- C) Nettoyez le panneau avec un chiffon humide tout en appuyant sur le panneau afin d'assurer le contact avec l'adhésif.

REMARQUE : ESSUYEZ L'EXCÈS D'ADHÉSIF SUR LE PANNEAU AVEC UN CHIFFON HUMIDE Essence minérale

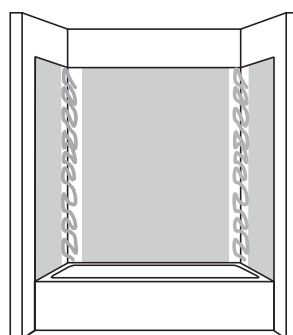


Image 9

APPLIQUEZ L'ADHÉSIF SUR LA PARTIE ARRIÈRE.

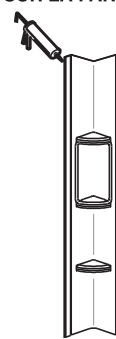


Image 10

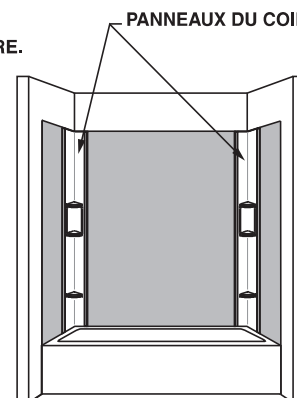


Image 11

APPLICATION DU ADHÉSIF ET INSTALLATION DE LA POIGNÉE DE DOUCHE ET LA POMME DE DOUCHE

- A) Laissez sécher l'adhésif pendant 24 heures avant d'appliquer l'adhésif, comme illustré.
- B) Appliquez un joint d'adhésif sur tous les coins, les bords extérieurs des panneaux, les panneaux du coin et le tablier de la baignoire ou de la base de douche. **Voir l'image 12.**
- C) Installez la poignée de douche et la pomme de douche conformément aux instructions du fabricant. Assurez-vous d'appliquer de l'adhésif sur toutes les plaques de garniture.

REMARQUE : LAISSEZ SÉCHER L'ADHÉSIF PENDANT 24 HEURES AVANT LA PREMIÈRE UTILISATION.

Installez la porte de douche ou la tige du rideau de douche selon les instructions du fabricant.

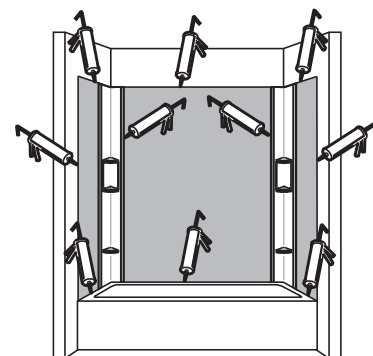


Image 12

Retirez tous les déchets de construction. N'utilisez pas de brosse métallique ou autre matériel en métal.

Le nettoyage après installation se fait habituellement à l'aide d'eau chaude et d'un savon liquide à vaisselle.

Vous pouvez utiliser du naphte pour enlever les produits adhésifs excédentaires ou la peinture à base d'huile pas encore séchée.

ENTRETIEN et NETTOYAGE

! ATTENTION : Les produits nettoyants comportant la mention « non adapté à l'utilisation avec ABS, acrylique ou polystyrène » **NE DOIVENT PAS ÊTRE UTILISÉS.** Lisez attentivement les étiquettes.

- **N'UTILISEZ JAMAIS DE PRODUITS CHIMIQUES NOCIFS SUR LA SURFACE DES MURS DE DOUCHE.** Après utilisation, nettoyez avec un produit nettoyant ménager doux. N'utilisez pas de Lestoil, de désinfectant Lysol (vaporisateur ou concentré), ou de nettoyant pour bain et carrelage Lysol, de Windex, de M. Net, de désinfectant nettoyant pour salle de bain Dow, ou tout autre produit nettoyant en aérosol.
- N'utilisez pas de brosse métallique, couteau ou objet tranchant pour retirer les tâches, les dépôts de goudron des cigarettes, ou toute autre marque sur la surface.
- N'utilisez pas de nettoyants abrasifs, car ils abîmeraient la surface. Si la surface brillante perd sa brillance, les zones ternies et les légères rayures peuvent être restaurées en frottant avec une pâte à polir blanche pour automobiles et en cirant avec une cire liquide.
- **Ne cirez pas les zones sur lesquelles vous vous déplacez.**
- Évitez tout contact du revêtement avec du dissolvant, acétone, produit de nettoyage à sec, décapant ou autre solvant en contact avec le revêtement.
- Nettoyez la surface environnante immédiatement après l'utilisation d'un nettoyant à drain caustique.
- Une cigarette allumée peut endommager la surface.

AS America, Inc. 10 ans de garantie limitée pour murs de douches et de baignoires Ovation

AS America, Inc. (American Standard) garantit au consommateur/acheteur original qu'elle réparera ou remplacera, à sa convenance, ces panneaux ou toute pièce qui, selon American Standard et à son entière discrétion, est défectueuse dans des conditions normales d'usage et d'entretien résidentiels tant et aussi longtemps que le produit appartienne au consommateur/acheteur original.

Pour activer la garantie limitée, l'acheteur doit visiter notre site Web au www.americanstandard-us.com/warranty (anglais seulement) et enregistrer son panneau mural dans les trente (30) jours suivant l'achat.

American Standard ne sera en aucun cas tenue responsable des coûts de réparation ou de remplacement de quelque matériel d'installation endommagé qui soit, ceci incluant, mais sans s'y limiter, les carreaux, et le marbre.

Cette garantie limitée NE S'APPLIQUE PAS dans les situations suivantes :

1. Toute défectuosité ou tout dommage provenant de l'expédition, de l'installation, de modifications, d'accidents, d'abus, d'un mauvais usage, d'un manque d'entretien et de nettoyage adéquat conformément au manuel du propriétaire, et de l'utilisation de pièces de rechange autres que les pièces d'origine American Standard, dans tous les cas causés par un entrepreneur en plomberie, une entreprise de réparation, le propriétaire ou toute autre personne.
2. La détérioration causée par l'usure normale, et les frais d'entretien normaux.
3. Toute application commerciale.
4. Les articles en option et les accessoires. La garantie limitée d'American Standard sur ces articles est pour une durée d'un an sur les pièces seulement, et ne couvre pas la main-d'œuvre. Cette garantie limitée d'un an couvre les accessoires fabriqués par American Standard (p. ex. les tabliers, les renvois, les barres d'appui, les systèmes de chauffage, et les ensembles de garniture) en ce qui a trait à toute défectuosité de matériel ou de fabrication. La couverture de la garantie entre en vigueur à la date où les accessoires ont été achetés à l'origine par le propriétaire.
5. Les frais de poste ou de livraison engagés pour le retour du produit pour réparation ou remplacement en vertu des conditions de cette garantie limitée, et les coûts de main-d'œuvre ou autre frais engagés pour l'installation ou l'enlèvement du produit en vertu de la présente garantie limitée.
6. TOUTE RESPONSABILITÉ POUR LES DOMMAGES INDIRECTS OU CONSÉCUTIFS, LAQUELLE EST EXPRESSÉMENT NIÉE POUR TOUS CES DOMMAGES, OU LA PROLONGATION, AU-DELÀ DE LA DURÉE DE LA PRÉSENTE GARANTIE LIMITÉE DE TOUTES GARANTIES LIMITÉES IMPLICITES, INCLUANT CELLES DE QUALITÉ MARCHANDE OU D'APTITUDE DANS UN BUT PARTICULIER. (Certaines juridictions ne permettent pas de limitations sur la durée d'une garantie implicite, ou l'exclusion ou la limitation de dommages indirects ou consécutifs; ces limitations peuvent donc ne pas s'appliquer à vous.)
7. La responsabilité de se conformer aux spécifications locales. (Puisque les spécifications locales varient largement, les distributeurs, les marchands, les entrepreneurs en installation et les utilisateurs des produits de plomberie devraient déterminer si des restrictions du code s'appliquent à l'installation ou à l'utilisation d'un produit spécifique.)

Cette garantie vous confère des droits précis. Vous pouvez vous prévaloir d'autres droits prévus par la loi, qui varient d'un État à l'autre ou d'une province à l'autre. Pour obtenir un service couvert par cette garantie, contactez le service suivant :

Aux États-Unis :

American Standard Brands
1 Centennial Ave.
Piscataway, New Jersey 08854
Attention : Directeur ou directrice de la consommation

Pour les résidents des États-Unis, il est également possible d'obtenir les renseignements relatifs à la garantie en appelant au numéro sans frais suivant :
800-442-1902
www.americanstandard.com

Au Canada :

LIXIL Canada, ULC
5900 Avebury Rd.
Mississauga (Ontario)
Canada L5R 3M3

Sans frais : 800-387-0369
www.americanstandard.ca

Au Mexique :

American Standard B&K Mexico
S. de R.L. de C.V.
Via Morelos #330
Col. Santa Clara
Ecatepec 55540 Edo. Mexico
Sans frais : 01-800-839-1200
www.americanstandard.com.mx

1. Form of Quote
2. Non-collusion affidavit
3. Statement Regarding Indian Preference
4. HUD Form 5369A
5. Solid Waste Permit
6. Contract Template
7. SAM Clause
8. Maintenance Wage Rates

QUOTE FOR: PROJECT: Swan, 32 Colville Drive
Inchelium WA

TO: COLVILLE INDIAN HOUSING AUTHORITY
P. O. BOX 528/42 CONVALESCENT CENTER BOULEVARD
NESPELEM, WASHINGTON 99155

Gentlemen:

I, _____ the undersigned, having familiarized myself with the local conditions affecting the cost of the work and with the Specifications (including Request for Quotations, this Form of Quote, the General Scope of Work, and drawings. If any thereto, as prepared by Owner's Representative and on file in the office of the CIHA, hereby proposes to furnish all labor, materials, equipment and services required to construct and complete work at unit 32 Colville Drive, all in accordance therewith, for the sum of:

BASIC QUOTE

_____ DOLLARS (\$_____)

Site Investigation: The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and conditions of the ground surface, the character, quality and quantity of surface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all of the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Amendment Receipt:

Receipt of the following addenda is acknowledged:

Amendment No. : _____ Date: _____
Amendment No. : _____ Date: _____

- II. In submitting this Quote, it is understood that the right is reserved by the CIHA to reject any and all Quotes. If written notice of the acceptance of this Quote is mailed, telegraphed, faxed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Quote is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form.
- IV. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this quote or any other quote or the submitting of quotes for the contract for which this quote is submitted.
- V. The Bidder represents that he () has, () has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he () has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts that are exempt from the clause.)
- VII. I have enclosed with this bid the following items per Instruction to Bidders.
- a. Statement regarding Indian Preference in employment/training
 - b. Core Crew List
 - c. Statement regarding Indian Preference in sub-contracting

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

NAME OF BIDDER

OFFICIAL ADDRESS:

BY

TITLE

TELEPHONE

END OF FORM OF QUOTE

Non-Collusion Affidavit

I, _____, being first duly sworn under oath, do hereby attest and affirm as follows:

1. That I am a duly authorized officer or agent of _____, the offeror submitting the competitive proposal attached to this Affidavit, for the purpose of certifying the facts pertaining to the existence of collusion among the offerors or between this offeror and any officer, agent or employee of Colville Indian Housing Authority (CIHA) or the Colville Confederated Tribes (Tribe), as well as facts pertaining to the giving or offering things of value to officers, agents or employees of CIHA or the Tribe in return for special consideration in the letting of any contract pursuant to the attached competitive bid.
2. That I am fully aware of the facts and circumstances surrounding the making of the competitive proposal and has been personally and directly involved in the proceedings leading to the submission of such proposal.
3. That the proposal submitted is genuine and is not the product of any collusion and is not a sham proposal, and that all statements in the proposal are true.
4. That neither the offeror named above nor anyone subject to the offeror's direction or control has been a party:
 - a. to any collusion among offerors to agree to bid at a fixed price or to refrain from submitting a proposal, or as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;
 - b. to any collusion with any CIHA or Tribal officer, agent or employee as to quantity, quality, cost element, profit, overhead, or price in the prospective contract or as to any other term of the prospective contract;
 - c. to any discussions between offerors or between this offeror and any officer, agent or employee of CIHA or the Tribe pertaining to the giving or offering things of value to officers, agents or employees of CIHA or the Tribe in return for special consideration in the letting of any contract pursuant to the attached proposal.

So sworn this ____ day of _____, 20__.

Signature of Affiant

(Certification on page 2)

County of _____)
)ss
 State of _____)

Notary Public for _____

My Commission Expires: _____

Statement Regarding Indian Preference

If successful, the offeror (through its duly authorized and undersigned representative) hereby agrees and certifies that it will:

1. To the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and adopt and implement, for all subcontracts, the Indian Preference Requirements of 24 CFR 1000.48 – 52 and the CIHA Procurement Policy to the greatest extent feasible. Copies of these provisions are attached hereto.
2. To the greatest extent feasible, give preference in opportunities for training and employment to Indians, and adopt and implement, for hiring, training, and promotion, the Indian Preference provisions of 24 CFR 1000.48 – 52 and the CIHA Personnel Manual. Copies of these provisions are attached hereto.
3. Supply information to CIHA on a periodic basis during performance of its duties under the contract demonstrating its efforts to apply Indian preference in hiring, promotion, training, and subcontracting, including what steps were taken to solicit Indian businesses for subcontracting and Indian people for hiring, promotion, and training.
4. Submit, and cause each subcontractor to submit, a certification and supporting evidence to CIHA whenever it is not feasible to provide Indian preference in subcontracting.

Offerer acknowledges and understands that improper subcontracting or false certification as to Indian preference in hiring and training, or as to subcontracting with Indian enterprises or organizations, shall be grounds for termination of the contract and for seeking penalties against the Contractor.

Dated this ____ day of _____, 20____.

Signature

On behalf of:

Printed Name

Name of Offeror

Title

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period RFQ FY24-13

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



SOLID WASTE DISPOSAL FORM

The Confederated Tribes of the Colville Reservation
Public Works Department/Solid Waste
12 Lakes Street P.O. Box 150
Nespelem, WA 99155 509-634-2808

RECEIPTS FROM THE LAND FILL ***MUST*** BE RETURNED TO THE PUBLIC WORKS DEPARTMENT WITHIN ***5*** DAYS OF DISPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN FINES AS A RESULT OF ILLEGAL DUMPING.

PROPERTY OWNER: _____ PHONE NUMBER: _____

OWNER ADDRESS: _____ EMAIL: _____

CONTRACTOR(S): _____ START DATE: _____

WASTE TYPE: CHECK ALL THAT APPLY

CEMENT/FOUNDATION ☐ INSULATION ☐ ELECTRICAL/WIRING ☐ PLUMBING ☐ ROOFING/TAR PAPER ☐ METAL ☐

CARDBOARD ☐ PLASTIC ☐ SHEET ROCK/SIDING ☐ ACM/MATERIALS CONTAINING LEAD ☐

• PHONE: _____ EMAIL: _____

• SITE LOCATION: _____

• SCOPE OF WORK: _____

****IN ORDER FOR THIS FORM TO BE CONSIDERED COMPLETE A DISPOSAL SITE MUST BE SELECTED/NAMED, THIS FORM MUST ALSO BE SIGNED AND DATED****

CIRCLE DISPOSAL SITE BELOW (IF SITE NOT LISTED WRITE IN SITE):

- a. OKANOGAN COUNTY LANDFILL, OKANOGAN WA
- b. STEVENS COUNTY LANDFILL, KETTLE FALLS, WA
- c. DELANO LANDFILL, GRAND COULEE, WA
- d. GRAHAM ROAD, AIRWAY HEIGHTS, WA
- e. WRITE IN: _____

APPLICANT OR CONTRACTOR SIGNATURE: _____ DATE: _____

SOLID WASTE MANAGER APPROVAL SIGNATURE: _____ DATE: _____

4.13.6 Disposal

(b) All building contractors and any person as defined by Section 4.136.2(k) are required by this Chapter to submit to the department for review and approval a Solid Waste Disposal Plan prior to commencement of work to dispose of work site waste materials through the department or at the nearest approved landfill. The department shall issue a notice of non-compliance to any building contractor who fails to submit the plan, and impose a fine of \$100 per day for each day that the Solid Waste Plan is not submitted to the department. (Amended 11/7/02, Resolution 2002-675)

CONTRACT BETWEEN COLVILLE INDIAN HOUSING AUTHORITY AND CONTRACTOR FOR
CONSTRUCTION WORK WITH **PROGRESS PAYMENTS**
(Non-Federal Funds)

THIS CONTRACT is entered into on the Confederated Tribes of the Colville Indian Reservation on this _____ day of _____, 20____, by and between the Colville Indian Housing Authority (CIHA), and [Contractor name] ("Contractor"), hereinafter collectively called the "Parties."

The CIHA and Contractor agree as set forth below:

Article 1. SCOPE OF WORK AND PROJECT PERFORMANCE.

1.1 The Scope of Work for this Contract is to provide [type of services] as described more particularly in Exhibit A to this Contract (the "Project").

1.2 Contractor shall execute the entire Work described in the "Contract Documents," which are comprised solely of this Contract and all attachments and exhibits hereto and fully incorporated herein by reference, except to the extent specifically indicated in the Contract Documents to be the responsibility of others (provided that if any terms of this Contract conflict with the attachments to this Contract, the terms of this Contract shall govern). The term "Work" means the [type of services] services required by the Contract Documents, and includes all labor, materials, equipment, and services provided to or to be provided by the Contractor to fulfill Contractor's obligations under this Contract. This Contract and all attachments and exhibits hereto are referred to as the "Contract Documents." The Contract Documents include the following exhibits and attachments:

1.2.1 Exhibit A [Name]

1.2.2 Exhibit A [Name]

1.2.3 Exhibit A [Name]

[add additional exhibits as needed]

1.3 A Contracting Officer shall be appointed by the CIHA to monitor the performance of the Contract and to communicate with the Contractor on behalf of the CIHA regarding all aspects of the Contract and any Work arising thereunder.

1.4 CIHA hereby gives and grants to the Contractor the right to enter into and upon the lands and facilities owned and operated by CIHA and to perform work on such lands during the term of this Contract for the purposes of fulfilling the obligations set forth herein. CIHA reserve the sovereign right to restrict Contractor's access to certain roads or rights-of-way when, in the CIHA's sole discretion, continued use of such roads or rights-of-way would cause them unreasonable damage or for other good cause.

1.5 Contractor shall procure and pay for all licenses, permits, approvals, certificates, and authorizations necessary to the prosecution and completion of the Work and deliver evidence of same to CIHA unless otherwise noted. Contractor shall promptly notify the Contracting Officer and the respective departments or official bodies when its Work is ready for inspection and shall, at once, do all work required to remove any violations or to comply with such inspections, without additional charge to CIHA.

1.6 Progressive cleanup and disposal off the Work sites of Contractor's waste materials is to be performed by Contractor. If the Contractor fails to perform cleanup of its Work within twenty-four (24) hours of notification by the Contracting Officer, CIHA shall proceed to have the cleanup performed for Contractor and the cost for doing so will be assessed against the Contractor and deducted from the amount to be paid to the Contractor for the Work.

1.7 The Contractor shall be responsible for coordinating his/her/their work with that of other trades, if applicable. In the event that the completed work of any trade has to be removed, replaced, or modified due to the Contractor's negligence in completing his work within a reasonably scheduled period, or due to lack of coordination on the part of the Contractor, the cost of removing, replacing, and modifying such work will be assessed against the Contractor and deducted from the amount to be paid to the Contractor for the Work.

1.8 Contractor shall at all times during the progress of the Work have an authorized representative of its company at the Work site who can receive orders and has full authority to make decisions regarding the Work to be performed hereunder and who has complete responsibility for the Work insofar as this Contract is concerned. The Contractor shall provide the name and emergency or home telephone number of the corporate or company officer, general superintendent, and/or authorized representative.

1.9 Contractor shall perform the Work under the general direction and oversight of CIHA, and shall comply

with any instructions given by the Contracting Officer. Contractor shall perform the Work in a good and workmanlike manner, consistent with the highest standard of the industry, and in strict accordance with the Contract Documents and all applicable building codes and regulations. All construction and/or remodeling shall conform to the acceptable and applicable standards of safety and habitability applicable to the work.

1.10 No materials, equipment, or other articles of personal property purchased by Contractor or any subcontractor for incorporation into the Work shall be purchased or installed under any contract where the seller reserves or purports to reserve title or the right of removal or repossession, or the right to consider those items personal property after their incorporation into the Work, unless specifically authorized in advance by CIHA in writing.

1.11 Reports shall be submitted daily to the Contracting Officer, no later than 9:00 a.m. the following day indicating the number of personnel working on the Work site the previous day along with a description of activities and equipment used in the conduct of the Work.

1.12 Contractor shall prosecute the Work in a prompt and diligent manner with adequate manpower whenever such Work, or any part of it, becomes available or at such other times as CIHA may direct, and so as to promote the general and uninterrupted progress of the construction of the Project. Contractor shall cooperate with related work and shall not interfere in any manner with the work of CIHA or other contractors or subcontractors. If Contractor fails to initiate or complete any portion of the Work by the time specified in the Contract Documents, or if it becomes apparent to CIHA that the Work will not be completed in a timely fashion, and if such failure is due in whole or in part to any fault of Contractor, then CIHA may, in addition and without any prejudice to any other remedies it may have pursuant to other portions of this Contract or applicable law, require Contractor to take all steps necessary to perform the Work in a timely manner and consistent with the required quality of the Work, including but not limited to increasing or supplementing the working force and equipment and to performing the Work on an overtime or multiple shift basis. Any premium for such overtime or additional shifts, the cost of employing additional workers and equipment, together with any additional costs thereby incurred, shall be at Contractor's sole expense. Contractor shall furnish all submittals required by the Contract Documents or requested by CIHA in a prompt and timely fashion so as to expedite the progress of the Work.

1.13 If any portion of the Work depends upon prior performance of any other activities of CIHA, other contractors or subcontractors, or any other person or entity involved in the construction of the Project, then commencement by Contractor of that portion of the Work shall be deemed an acceptance by Contractor of the adequacy and completeness of such other activities.

1.14 Contractor shall fully protect all portions of the Work, including all materials and equipment to be furnished in connection with the Work, until the Work is fully completed and accepted by CIHA. Until that final acceptance, all risk of loss with respect to the Work shall remain with the Contractor. Contractor will make good or replace, at no expense to CIHA, any damage to the Work which occurs prior to that final acceptance. Contractor shall take necessary precautions to protect the activities of CIHA, other contractors and subcontractors, and other persons and entities involved in the construction of the Project, from damages caused by performance of the Work or other operations of Contractor.

1.15 No materials, equipment, or other articles of personal property purchased by Contractor or any subcontractor for incorporation into the Work shall be purchased or installed under any Contract where the seller reserves or purports to reserve title or the right of removal or repossession, or the right to consider those items personal property after their incorporation into the Work, unless specifically authorized in advance by CIHA in writing.

1.16 Notice to Proceed. The Contracting Officer shall issue a Notice to Proceed within 15 days of the date this Contract is executed, and Contractor shall commence the Work within 7 days of receiving the Notice to Proceed unless otherwise specified in writing by the Contracting Officer.

1.17 Inspection. The Contracting Officer or any delegate of his shall have the right to enter the Work site at any reasonable time to inspect the Work. If the Contracting Officer determines that any portion of the Work does not conform to the Contract Documents, or otherwise departs from the requirements of this Contract, the Contracting Officer may require Contractor – at Contractor's sole expense – to immediately correct the Work. In such event, Contractor will correct the Work to the Contracting Officer's satisfaction. However, nothing in this clause or this Contract shall require Contracting Officer to conduct such inspections or to point out any necessary corrections, and no default of Contractor shall be waived by any inspection by the Contracting Officer or by Contracting Officer's failure to point out any non-conforming work. In no event will any inspection be deemed to be a representation by CIHA that there has been or will be compliance with the Contract Documents or that the Work is free of defective

materials or workmanship.

Article 2. TIME OF COMPLETION.

2.1 The work to be performed under this Contract shall begin on or before [REDACTED] and shall be substantially completed on or before [REDACTED]. Time is of the essence. "Substantial Completion" means that the CIHA has, in its sole discretion, found the Work to be accessible, operable, and useable by the CIHA, subject only to minor corrective work.

2.2 CIHA's Contracting Officer shall meet periodically with the Contractor to discuss the Contractor's progress in fulfilling Contractor's obligations under this Contract and to determine whether the Contractor is on schedule for completion of the Work.

2.3 If Contractor knows or has reason to believe that the Work will be delayed or other serious problems may interfere with the Substantial Completion of the Work under the terms of this Contract, the Contractor must notify the CIHA and contact the CIHA's legal counsel to prepare a notice to the bonding company thereof.

Article 3. FIXED MAXIMUM PRICE.

3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed [written amount] (\$[XXX,XXX.XX]), subject to additions and deductions pursuant to any authorized written change orders as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Fixed Maximum Price. Costs that would cause the Fixed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the CIHA, unless Contractor receives CIHA's prior, written approval for such costs.

3.2 The term "Cost of the Work" shall mean costs necessarily incurred by the Contractor in the proper performance of the Work, including payments made by Contractor to subcontractors in accordance with the requirements of the subcontracts.

3.3 Contractor shall procure and pay for all licenses, permits, approvals, certificates and authorizations necessary to the prosecution and completion of the Work and deliver evidence of same to CIHA unless otherwise noted. Contractor shall promptly notify the Contracting Officer and the respective departments or official bodies when its Work is ready for inspection and shall, at once, do all work required to remove any violations or to comply with such inspections, without additional charge to CIHA.

3.4 All traffic control of Contractor's own operations including that of his suppliers is included in Contract Price. This includes flagmen, barricades, permits, etc., as may be required by any legal agency having jurisdiction over the Work.

3.14 Changes

3.14.1 CIHA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in the services to be performed or supplies to be delivered.

3.14.2 If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the Contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, CIHA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.

3.14.3 Contractor must assert its right to an equitable adjustment under this clause within 10 days from the date of receipt of the written order. However, if CIHA decides that the facts justify it, CIHA may receive and act upon a proposal submitted before final payment of the Contract.

3.14.4 Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of CIHA.

Article 4. PAYMENT.

4.1 CIHA shall compensate Contractor for services rendered under this Contract according to the schedule of costs as described in Exhibit A to this Contract.

4.2 CIHA shall pay compensation on the [REDACTED] (tenth if left blank) of each month for the previous month's work, upon submission by Contractor of properly itemized invoices and receipts, or credit card itemized billings, to CIHA's Executive Director.

4.3 Except in an emergency, advanced written approval shall be obtained from CIHA for additional amounts for fees and expenses.

Article 5. FINAL PAYMENT.

5.1 Contractor shall submit an application for Final Payment, constituting the entire unpaid balance of the Contract, along with the certificate demonstrating that the Work is complete and this Contract fully performed. The Final Payment shall be made by CIHA to Contractor within thirty (30) days after CIHA's Authorized Representative has approved the application for Final Payment.

5.2 CIHA is not required to make Final Payment to Contractor until all of the following conditions are satisfied: (i) the Work has been fully performed in conformance with the Contract Documents and the Work has been accepted by CIHA as complete; (ii) Contractor submits evidence satisfactory to CIHA that all payrolls, bills for materials and equipment, and other indebtedness connected to the Work have been paid in full; (iii) Contractor has submitted releases of any and all liens or claims against CIHA arising from this Contract to CIHA, in a form satisfactory to CIHA; (iv) any surety has consented to the Final Payment; (v) Contractor is not in default of any provision of this Contract; (vi) none of the grounds for withholding payment set out in Section 4.5 above are present. Provided, however, that Final Payment by CIHA does not indicate CIHA's representation that these conditions have been satisfied, nor does Final Payment by CIHA waive CIHA's right to assert, at some future point, that one or more of these conditions has not been met if CIHA discovers such non-compliance after making Final Payment.

Article 6. EQUIPMENT.

6.1 Unless otherwise agreed upon by the Parties, Contractor and all subcontractors shall provide all supervision, labor, materials, tools, equipment and other items necessary for carrying out the Work under this Contract. Contractor and all subcontractors shall ensure that all such equipment remains in good repair and working order.

Article 7. INDEMNITY.

7.1 Contractor shall indemnify CIHA against and hold CIHA harmless from any and all claims, actions, damages, costs, expenses (including reasonable attorneys' fees), obligations, liabilities and liens (including any of the foregoing arising or imposed under the doctrines of "strict liability" or "product liability" and including, without limitation, the cost of any fines, remedial action, damage to the environment and cleanup and the fees and costs of consultants and experts), arising out of the services provided by Contractor pursuant to this Contract, or for any other activities of Contractor or Contractors' officers, agents, or employees, excluding, however, any of the foregoing resulting from the sole negligence or willful misconduct of CIHA. Contractor agrees that upon written notice by CIHA of the assertion of such a claim, action, damage, obligation, liability or lien, Contractor shall assume full responsibility for the defense thereof. Contractor's choice of counsel shall be mutually acceptable to both CIHA and Contractor.

Article 8. ASSIGNMENT.

8.1 Neither party may assign this Contract or any interest in this Contract without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

8.2 Notwithstanding Section 8.1, CIHA may assign its rights under this Contract without Contractor's consent to an affiliate of CIHA or to the Colville Confederated Tribes in the event of a merger, reorganization, or consolidation as a result of which CIHA is not a surviving legal entity. In the event of any such assignment by either party, that party's assignee shall have all the rights, powers, privileges, remedies and obligations of the assigning party set forth in this Contract.

8.3 This Contract shall be binding upon and inure to the benefit of CIHA and Contractor and their respective permitted successors and assigns.

Article 9. REPRESENTATIONS AND WARRANTIES.

9.1 Each party hereby represents and warrants to the other party that: (i) all action on the part of such party necessary for the execution, delivery and performance of this Contract by such party has been taken, (ii) this Contract is a legal, valid and binding obligation of such party, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies and (iii) the execution and delivery of, and the performance of the obligations under, this Contract

by such party does not and will not contravene or result in any breach of any law or of any regulation, order, writ, injunction or decree of any court, tribunal, governmental body, authority, agency or instrumentality, nor do or will such execution, delivery or performance violate, conflict with or result in (or with notice or lapse of time or both result in) a breach of or a default under any term or provision of any Contract, oral or written, to which such party is a party or is bound.

9.2 Contractor warrants that Contractor has the necessary qualifications to perform the Work under this Contract. Contractor warrants that it has sufficient experience and competence to perform the Work and that all Work shall be completed in a professional and workmanship like manner and in compliance with industry standards, Colville Tribal codes, standards and laws, American Public Works Association engineering standards/codes and other applicable laws. Contractor shall indemnify and hold CIHA harmless from any and all costs, liabilities, or obligations by reason of the failure of Contractor or his or her employees, agents, subcontractors or assigns to comply with any applicable law.

9.3 Contractor represents and warrants to CIHA that (i) Contractor is financially solvent, able to pay all debts as they mature and possesses sufficient working capital to complete the Work and perform all obligations under this Contract, (ii) Contractor is able to furnish the plan, tools, materials, supplies, equipment and labor required to complete the Work, (iii) Contractor is authorized to do business for the Tribe and also in the State of Washington and is properly licensed by all necessary governmental and public authorities having jurisdiction over the Contractor, and the Work

9.4 Contractor warrants that Contractor shall (i) confine all operations (including storage of materials) on the CIHA premises to areas authorized or approved by the Contracting Officer; (ii) at all times keep the work areas, including storage areas, free from accumulations of waste materials; (iii) lay out the Work from base lines and benchmarks indicated on the drawings and be responsible for all lines, levels, and measurements of all Work executed under this Contract; (iv) directly superintend the Work performed under this Contract; (v) be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence; (vi) after completing the Work (A) remove from the premises all scaffolding equipment, tools, and materials that are not property of CIHA and all rubbish caused by Contractor's Work, (B) leave the area in a clean, neat and orderly condition, and (C) perform all specified tests, if any.

Article 10. TERMINATION.

10.1 Termination for Cause. Either party may terminate this Contract for cause upon written notice provided to the other party specifying the cause of said termination. "For cause" means a breach of or default under any material provision of this Contract. Failure to terminate for one instance of breach or default shall not be deemed a waiver of the right to terminate for a subsequent occurrence of the same or another breach or default. The failure by Contractor to perform any of its obligations hereunder, which failure continues uncured for a period of seven (7) days following CIHA's written notice to Contractor thereof, shall constitute an "Event of Default by Contractor" under this Contract. After any Event of Default by Contractor, Contractor shall reimburse CIHA for all reasonable costs and expenses (including attorneys' fees) of enforcement of CIHA's rights and remedies under this Section.

10.2 Termination for Convenience by CIHA. Notwithstanding any other provision of this Contract, CIHA may terminate this Contract in whole or in part when it determines that continuing the Contract is no longer in the best interest of CIHA. Such termination will be effected by the delivery of written notice to the Contractor of a Notice of Termination, which shall specify the effective date of the termination. If CIHA terminates for convenience under this clause, CIHA shall pay to Contractor all reasonable and proper payment for services adequately performed up to the date of the termination. Contractor shall submit an invoice to CIHA in writing with appropriate documentation.

10.3 Remedies for Violation or Breach. In part because of federal regulations (2 CFR 200.318), this Contract has administrative, contractual or legal remedies for instances where the Contractor violates or breaches the terms of this Contract, and provides for such sanctions and penalties as may be appropriate.

11. NO GENERAL WAIVER OF SOVEREIGN IMMUNITY.

11.1 CIHA enters into this Contract pursuant to its governmental authority and nothing herein shall be deemed to be a general waiver of CIHA's sovereign immunity, which immunity is hereby expressly asserted. This Contract has been entered into within the jurisdiction of the Colville Confederated Tribes and is subject to the laws of the Colville Confederated Tribes.

12. APPLICABLE LAW.

12.1 Contractor and all subcontractors shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of the Colville Confederated Tribes, the CIHA, and the United States governing performance of the Work. This Contract is subject to applicable governing law, which includes, but is not limited to:

12.2 The Tribal employment and contracting preferences of the Colville Confederated Tribes, if any.

12.3 The laws, policies, and regulations of the Colville Confederated Tribes and the CIHA.

12.4 Such other federal law as may be applicable.

12.5 In the absence of applicable Colville Tribal law, then the parties shall apply federal law and then Washington State law as guidance for the Court in that order, provided that nothing in this Contract shall be deemed to bring the CIHA or the Colville Confederated Tribes under the jurisdiction of the State of Washington, its agencies, or its courts.

Article 13. INSURANCE.

13.1 Contractor's Insurance. Contractor warrants that it is adequately insured 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 agrees to keep in force during its acts under this Contract a comprehensive ISO-compliant general liability insurance policy with a minimum limit of \$1,000,000, and minimum carrier rating of AM Best A-VII. If Contractor is providing professional services, Contractor shall carry professional liability insurance in an amount appropriate for like professionals in the Seattle metropolitan area. Contractor's policies shall be primary and non-contributory with any similar insurance maintained by CIHA. Prior to beginning the work, Contractor shall provide a certificate of insurance to CIHA demonstrating that Contractor has the insurance described. Contractor shall require insurer to notify CIHA forty-five (45) days prior to cancellation of said policy. Unless waived in writing by CIHA, Contractor shall name CIHA as an additional insured. Contractor shall also maintain in full force and effect worker's compensation coverage for Contractor and its agents, employees, and staff that the Contractor may employ, and provide proof to CIHA of such coverage; or proof that such worker's compensation insurance is not required under the circumstances. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the services are performed the types of insurance policies and in the following amounts, which shall cover the Work and related activities of Contractor and any subcontractor, and such policies shall name CIHA as an additional insured:

(i) General Liability Insurance - _____ [\$1,000,000 per occurrence unless otherwise indicated]

(ii) Comprehensive Automobile Liability - _____ [\$1,000,000 per occurrence unless otherwise indicated]

(iii) Worker's Compensation: As required by applicable law [or other amount as determined by CIHA]

13.2 Evidence of Insurance. Contractor shall, upon the request of CIHA, provide CIHA with certificates of insurance or, if requested copies of actual policies, evidencing the insurance coverage required by this Article 13, which shall state that a 30-day notice of cancellation or change will be provided to CIHA during the period of coverage required under this Contract

13.3 Maintenance of Insurance. Contractor shall pay all premiums for policies each is required to carry under this Article 13 when due so as to avoid any lapse in coverage.

Article 14. DISPUTE RESOLUTION.

14.1 "Claim" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

14.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved exclusively under this clause.

14.3 The details and supporting documents of all claims by Contractor for additional compensation, or for an extension of time of performance, or for any dispute regarding a question of fact, or for interpretation of the Contract, shall be made in writing and submitted to the Contracting Officer for a written decision within ten (10)

calendar days from the date of the occurrence of the dispute. Contractor agrees that unless these written notices are provided, Contractor will have no entitlement to additional time or compensation for such act, event or condition and such failure to provide such notice shall constitute a waiver of the claims. All claims by CIHA against Contractor shall be made in writing and submitted to Contractor within ten (10) calendar days from the date of the occurrence of the dispute.

14.4 Presenting Claim. In presenting the claim and supporting documentation, Contractor shall specifically include, to the extent then possible, the following:

14.4.1 Certification signed by Contractor that the claim is made in good faith, that the supporting data is accurate and complete to the best of Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes CIHA is liable.

14.4.2 A narrative which describes the facts and outlines the analysis of responsibility and causal connection of the claim including: (i) A brief summary of the claim and the facts pertinent to the claim; (ii) The specific Contract provisions on which the claim is based; (iii) A description of the relative responsibilities of each party giving rise to the claims; (iv) A description of the cause and effect relationship between the relevant acts and omissions of the specific responsible parties and the damages or additional costs claimed; (v) Documentation which supports the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information; (vi) Quantitative analysis and presentation of requested additional compensation and/or the additional time including: (A) A summary of additional compensation and/or additional time requested; (B) Supporting calculations, subcalculations, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

14.5 All claims by Contractor shall be made in writing and submitted to the Contracting Officer for a written decision.

14.6 The Contracting Officer shall, within _____ [60 unless otherwise indicated] days after receipt of the request, decide the claim or notify Contractor of the date by which the decision will be made.

14.7 The Contracting Officer's decision shall be final unless Contractor appeals in writing to a higher level in CIHA in accordance with CIHA's applicable policy and procedures for such appeals, if any. In the event that CIHA does not have a policy and procedures for such an appeal, an appeal may be made to the governing body of CIHA. Such appeal must be made within _____ [10 unless otherwise indicated] days after receipt of the Contracting Officer's decision.

14.8 Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract, and comply with any decision of the Contracting Officer.

14.9 Nothing in this Contract, or any action taken by CIHA or any of its agents or employees in connection with this Contract shall be deemed to be a waiver of the sovereign immunity of CIHA or the Tribe.

14.10 Contractor hereby acknowledges and irrevocably consents to the exclusive personal and subject matter jurisdiction of the Colville Tribal Court or other Tribal dispute resolution entity or mechanism of the Tribe over any dispute, suit or other legal action that may be filed relating to the Contract, provided that this provision shall not be deemed to be a waiver of the sovereign immunity of the Tribe or CIHA, which immunity is hereby expressly asserted, and provided further that any order, judgment or award of such Court or dispute resolution entity or mechanism in favor of CIHA and against Contractor may be registered or enforced in any court of competent jurisdiction.

Article 15. MISCELLANEOUS

15.1 Survival. The obligations set forth in Articles 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14 hereof and this Article 15 shall survive any termination of this Contract for any reason.

15.2 Notices. Any notice, request, demand, statement, authorization, approval or consent required or permitted under this Contract shall be in writing and shall be made by, and deemed duly given upon, (i) deposit in the mail, postage prepaid, registered or certified, return receipt requested, (ii) personal delivery, (iii) delivery to an overnight courier of recognized reputation, or (iv) facsimile transmission (with confirmation by mail), as follows, or to such other address and/or such additional parties as either party may specify by written notice given in accordance with this section:

If to Contractor:

Phone:

Telefax:

If to CIHA:

Phone:

Telefax:

Attention: Contracting Officer

The CIHA Contracting Officer is: [REDACTED]

All such notices and communications hereunder shall be deemed given upon personal delivery, seven business days after deposit in the mail, two business days following deposit with any international courier service of recognized reputation or one business day after transmission by telefax.

15.3 Entire Contract. This Contract, including the Contract Documents, constitutes the entire Contract between the parties with respect to the subject matter covered by this Contract and supersedes all previous discussions, negotiations, oral or written, representations, statements, arrangements, Contracts and understandings, if any, by and between the parties with respect to the subject matter covered by this Contract other than those herein, and any such discussions, negotiations, oral or written, representations, statements, arrangements, Contracts and understandings are hereby canceled and terminated in all respects. This Contract may not be amended, changed or modified except by a writing duly executed by the parties hereto or their duly authorized representatives. The parties have made no representations or warranties not expressly set forth in this Contract. If there are any documents attached to this Contract (including but not limited to proposals, bids, specifications, etc.), to the extent that such documents are inconsistent with this Contract, the terms of this Contract shall govern and shall supersede any inconsistent provisions in such attachments.

15.4 Severability. In the event any provision of this Contract or the application thereof to any circumstance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed to be limited or reduced so as to be enforceable to the maximum extent allowed by applicable law as it shall then be in force, and if such construction shall not be feasible, then such provision shall be deemed to be deleted herefrom in any action before that court, and all other provisions of this Contract shall remain in full force and effect.

15.5 Remedies. All rights and remedies of the parties are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to be to the exclusion of or to limit or prejudice any other legal or equitable rights or remedies which the parties may have. The parties shall not be deemed to waive any of their rights or remedies under this Contract unless such waiver is in writing and signed by the party to be bound. No delay or omission on the part of either party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy unless and only to the extent expressly provided otherwise in this Contract. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

15.6 Headings. The headings contained in this Contract are for convenience only and are not a part of this Contract, and do not in any way interpret, limit or amplify the scope, extent or intent of this Contract, or any of the provisions of this Contract.

15.7 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original, but which together shall constitute one and the same Contract.

15.8 Expenses. Except as otherwise expressly provided for in this Contract, each of the parties shall pay its own expenses in connection with the negotiation, preparation and execution of this Contract or other related documents and the consummation of the transactions consummated herein and therein.

15.9 Choice of Law and Forum. The rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the internal laws and regulations of the Colville Confederated Tribes. Contractor hereby expressly and irrevocably consents to the exclusive jurisdiction of the Tribal Court of the Colville Confederated Tribes for the resolution of any disputes pertaining to or arising out of this Contract, consistent with Article 14 of this Contract. Contractor hereby waives the right to object to such location on the basis of venue or forum non conveniens.

15.10 No Third Party Beneficiaries. Neither this Contract nor any provision hereof, nor any document or instrument executed or delivered pursuant hereto, shall be deemed to create any right in favor of or impose any obligation upon any person or entity other than the parties hereto and their respective permitted successors and assigns, except for those provisions which recognize the rights of certain agencies of the United States.

15.11 Legal Advice and Construction of Contract. Each party represents that it has received independent legal advice with respect to the preparation of, and the advisability of, entering into this Contract and neither has

been entitled to rely upon nor has in fact relied upon the legal or other advice of the other party or such other party's counsel in entering into this Contract. Each party has participated in the drafting and preparation of this Contract, and, accordingly, in any construction or interpretation of this Contract, the same shall not be construed against either party by reason of the source of drafting.

15.12 Parties' Understanding. Each party represents that it has carefully read this Contract, that this Contract has been fully explained to it by its attorney, that it fully understands the final and binding effect of this Contract, that the only promises made to it to sign this Contract are those stated above, and that it is signing this Contract voluntarily.

15.13 Force Majeure. No party hereto shall be deemed in default if its performance of obligations hereunder is delayed or becomes impossible or impractical by reason of any act of God, war, fire, earthquake, strike, civil commotion, epidemic or any other cause beyond such party's reasonable control.

15.14 Limitation of Damages. Except as expressly set forth herein, in any action or proceeding arising out of, relating to or concerning this Contract, including, without limitation, any claim of breach of contract, CIHA's liability shall be limited to compensatory damages proximately caused by such breach and CIHA shall not, under any circumstances, be liable to Contractor for consequential, incidental, indirect or special damages, including but not limited to lost profits or income, even if such party has been apprised of the likelihood of such damages occurring.

15.15 Use of Debarred, Suspended or Ineligible Subcontractors. Contractor will comply with the prohibitions set out in 2 CFR Parts 180 and 200, 24 CFR Part 24, Executive Order 12549, and 7 CFR 3016.35, as well as any Tribal requirements, with regard to the use of debarred, suspended or ineligible subcontractors. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the CIHA.

15.16 Drug-Free Workplace. Contractor will comply with the Drug-Free Workplace Act of 1988, HUD's implementing regulations at 24 CFR Part 24, and any tribal requirements as set out in 24 CFR 1000.46.

15.17 Independent Contractor. The parties intend that each of them is and shall remain independent contractors with respect to services and items being provided hereunder. The Contractor is not an employee of CIHA, but an independent contractor. Contractor shall be free from the direction and control of CIHA over the means and manner of performing work under this Contract, subject to the right of the CIHA to specify the desired results. Accordingly, the Contractor responsible for paying all employment taxes and related employment expenses and shall not receive any benefits that are paid to CIHA employees. CIHA shall have no duty with respect to the Contractor other than to provide the Price set out in Section 4 above, unless additional duties are expressly set out in this Contract. This Contract is not intended to create a partnership or joint venture between the parties, and nothing in this Contract shall be construed as creating a relationship of employer and employee between the parties. No agent, employee or representative of any party shall be construed or deemed an agent, employee or representative of the other.

15.18 Ownership of Deliverables. Any and all reports, data, findings or other materials or deliverables under this Contract shall become the property of and remain under the sole proprietorship of CIHA. Material created by Contractor and paid for by CIHA shall be owned by CIHA, and shall be a "work for hire" as defined by the United States Copyright Act of 1976. This material includes, but is not limited to, plans, drawings, documents, computer programs, pamphlets, reports, studies, video production, audio reproduction, surveys, and materials in any other medium. Contractor for itself and any artists engaged by Contractor to perform work under this Contract, specifically waives any all rights granted pursuant to the Visual Artists' Rights Act of 1990. Material that Contractor uses to perform the Contract but is not created for or paid for by CIHA is not owned by CIHA, however, Contractor shall arrange for CIHA to have a perpetual license to this material for CIHA's internal purposes at no charge to CIHA.

15.19 Examination and Retention of Contractor's Records.

15.19.1 Contractor and all subcontractors shall maintain accurate records detailing the costs which constitute the cost of the services provided, and shall make such records available to CIHA, upon reasonable notice and at reasonable times, for audit, such audit to be at CIHA's expense. CIHA and any of its duly authorized representatives, shall, until three years after Final Payment is made under this Contract, have access to and the right to examine and audit any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

15.19.2 The Contractor agrees to include in all subcontracts under this Contract at any tier a clause substantially the same as subparagraph 15.19.1 above.

15.19.3 The periods of access and examination in subparagraphs 15.19.1 and 15.19.2 above for records relating to (i) appeals under the disputes clause of this Contract, (ii) litigation or settlement of claims arising from the performance of this Contract, or (iii) costs or expenses of this Contract to which CIHA or any of its duly authorized representatives have taken exception shall continue until the disposition of such appeals, litigation, claims, or exceptions, or until the end of the three year period in subparagraph 15.19.1, whichever is later.

15.20 No Liens. The property on which services will be performed is located on the reservation of the Colville Confederated Tribes. As such, the property cannot be subject to any mechanic's or other lien, and this Contract does not create or grant any such right. Contractor shall not attempt to assert or perfect any such lien, nor permit any subcontractors to do so. Contractor and all subcontractors shall ensure that no mechanic's or other liens are filed against CIHA's property arising out of work performed under this Contract or for any other purpose. In the event that a lien is filed against CIHA's property, Contractor and all subcontractors shall, at CIHA's request, at any time that Contractor is disputing the validity or amount of such lien, provide a bond or other security reasonably acceptable to CIHA in the amount of such lien. Without regard to any other duty or requirement under this Contract, Contractor shall assure that all liens of whatever nature shall be resolved prior to payment of the final payment under this Contract.

15.21 Safety. Contractor and all subcontractors shall take necessary precautions for the safety of its employees and shall comply with all applicable provisions of federal and tribal safety laws to endeavor to prevent accidents or injury to persons on, about, or adjacent to the locations where services are performed. Contractor, however, shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from work carried on by the CIHA or its separate contractors, or their respective employees, agents, contractors or tenants. CIHA agrees to cause its employees, agents, separate contractors and tenants to abide by and fully adhere to all applicable provisions of federal and tribal safety laws and regulations.

15.22 Warranty of Work and Materials. All materials and equipment incorporated in the services provided will be new unless otherwise specified and that the work performed will be free from faults and defects unless otherwise specifically provided in this Contract or CIHA has previously given Contractor an acceptance of such condition. For a period of one year after the date of Contractor's completion of work, Contractor warrants to CIHA that Work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by Contractor or any subcontractor or supplier at any tier. Contractor shall remedy, at Contractor's expense, any defect or failure to conform and any damage caused to real or personal property of CIHA caused by such defect or failure to perform. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not done by Contractor, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or the acts or omissions of CIHA, its employees, agents, contractors and all those claiming by, through or under them. Contractor and all subcontractors shall, upon final completion of any specific project and upon receipt by Contractor of the final payment, assign to CIHA all warranties for materials and equipment incorporated in the work, to the extent such warranties are assignable.

15.23 Licenses and Permits. Contractor hereby represents and warrants that all of its employees, officers, and agents possess the licenses and permits necessary under applicable law to perform the scope of services under this Contract.

15.24 Bond Requirements. For construction or facility improvement contracts exceeding \$150,000, Contractor shall provide (i) a performance bond on the part of Contractor for 100% of the Contract Price, which bond shall secure fulfillment of all Contractor's obligations under the Contract; (ii) a payment bond on the part of the Contractor for 100% of the Contract Price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided under this Contract; and (iii) a bid bond in an amount determined by CIHA as necessary for the project.

15.25 Further Certification of Contractor. The Contractor certifies that the Contractor has never been sanctioned, suspended, disbarred or been the subject of any other disciplinary action in any jurisdiction or by any federal or state agency, or by any Indian tribe, CIHA, or tribal organization.

15.26 Prohibition on Conflicts of Interest. Neither the Contractors or its subcontractors shall enter into any contract, subcontract, or agreement, in connection with any project or any property included or planned to be included in any project, in which any member, officer or employee of the CIHA, or any member of the governing body of the Colville Confederated Tribes, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the project during his/her tenure or for one year thereafter has any

interest, direct or indirect. If any such present or former member, officer, or employee of the CIHA, or such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the CIHA and such disclosure is entered upon the minutes of the CIHA, the CIHA may waive the prohibition contained in this subsection: Provided, that any such present members, officer or employee of the CIHA shall not participate in any action by the CIHA relating to such contract, subcontract or arrangement. No member, officer or employee of the CIHA, no member of the governing body of the Colville Confederated Tribes, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

15.27 Payroll Records. Contractor and all subcontractors shall maintain, for a period of three years after final payment by CIHA, payrolls and basic records for all laborers and mechanics working at the site of the Work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Contractor shall submit to the Contracting Officer each week during the Work a copy of all such payrolls, along with a certification of compliance signed by the Contractor or subcontractor that such payrolls are complete and accurate, that each laborer or mechanic employed on the Work site has been paid the full weekly wages earned by that laborer or mechanic, subject only to those deductions permitted by applicable law, and that each laborer or mechanic has been paid at least the applicable prevailing wage rate for his or her job classification..

15.28 Confidentiality. All information, reports, papers and other materials of whatever nature accumulated, generated, completed or prepared under this Contract and specifically identifying the CIHA, its officers, agents or employees, shall be deemed to be confidential and the Contractor shall not disclose the same without the express written authorization of the CIHA or as may be otherwise required under applicable law.

15.44 Subject to Available Funds. Any rights of the Contractor are subject to the limitations on and availability of such funds to CIHA.

Article 16. PREVAILING WAGE RATES.

16.1 If the Colville Confederated Tribes has adopted Tribal prevailing wage laws, regulations, and rates governing the work provided under this Contract, those laws, regulations and rates shall govern.

Article 17. PROTECTION OF TRIBAL PATRIMONY.

17.1 A Confederated Tribes of the Colville Indian Reservation Tribal Historic Preservation Officer ("THPO") or other duly appointed cultural observer of the Tribe may be present during all stages of construction, for the purpose of ascertaining compliance with the National Historic Preservation Act, Native American Graves Protection and Repatriation Act of 1990, and any applicable Tribal law regarding the disturbance, excavation, removal, interment, or preservation of human remains or cultural, historical, and archaeological artifacts.

17.2 In the event that any human remains or cultural, historical, or archaeological artifacts are found during construction by the Contractor, any subcontractor, or any of their employees, all work in the immediate area of the uncovered artifact shall immediately cease until the Tribe's duly appointed cultural observer inspects the site and determines the appropriate course of action with the approval of the CIHA and written notification to the Secretary of the Department of the Interior and the relevant federal funding agency. Any costs of delay in construction that are necessarily incurred by the Contractor under this Article shall be equitably assessed with an adjustment to the Fixed Maximum Price, hourly rate, delivery schedule, or other affected terms of this Contract as appropriate and pursuant to the CIHA's express written agreement.

Article 18. LIQUIDATED DAMAGES

18.1 It is recognized and agreed by the CIHA and the Contractor that it is extremely difficult to measure the harm to the CIHA resulting from delayed completion of the Project. Potential damages include costs for: the temporary relocation of and alternate housing for residents of the Project, similar difficulties in calculating damages. Accordingly, the CIHA and the Contractor agree that the Contractor shall have assessed against it and shall pay to the CIHA liquidated damages as follows.

18.2 If the Contractor fails to complete the work within the time specified in the Contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the CIHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be

assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the CIHA.

18.3 The Contractor remains liable for damages caused other than by delay. If no amount is inserted in this paragraph, the Contractor shall pay to the CIHA the actual amount of all damages sustained by the CIHA as a result of such delay.

**IN WITNESS WHEREOF, the parties have executed this CONSTRUCTION SERVICES CONTRACT:
effective as of the following date: _____**

CIHA:

Date: _____

by: _____

its: _____

Telephone: _____

CONTRACTOR:

Date: _____

by: _____

its: _____

Address _____

Telephone: _____

S.S. # or IRS #: _____

SYSTEM FOR AWARD MANAGEMENT REGISTRATION (SAM)

REQUIRED CONTRACT AND SOLICITATION LANGUAGE, FAR 4.1105

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Labor Relations	
Agency Name: Colville Indian Housing Authority	LR 2000 Agency ID No: ID701A-ALL	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
	Effective Date: October 1, 2022	Expiration Date: September 30, 2024
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> Melanie Hertel <hr/> HUD Labor Relations (Name, Title, Signature) </div> <div style="width: 45%; text-align: center;"> 8/29/22 <hr/> Date </div> </div>		
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Carpenter Plumber/Cement Mason - Finisher Electrician Refrigeration Mechanic Sheetmetal Drywall Glazier Roofer Backhoe Operator/Power Equipment Operator Paving Machine Operator - Self Propelled Soft Floor Layer Painter Truck Driver all yardage Pipefitter Laborer/Groundskeeper Tree Trimer/Tree Climber HVAC/Furnace Mechanic Pressure Washer	\$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$22.15 \$18.64 \$18.64 \$18.64 \$22.15 \$16.82 \$18.64 \$22.15 \$16.82	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> </div> <div style="border-top: 1px solid black; width: 100px; margin-left: 0;"> LR Staff Initial </div>
		FOR HUD USE ONLY LR2000: Log in: Log out: