

CONTRACT DOCUMENTS

FOR

WATSON-MCKENZIE MAIN CANAL PIPELINE PROJECT
PHASE IX A

January 2018

Prepared for:

THREE SISTERS IRRIGATION DISTRICT
68000 HWY 20 W
SISTERS, OR 97759

For questions regarding these contract documents contact:

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WATSON-MCKENZIE MAIN CANAL PIPELINE PROJECT
PHASE IX A

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SECTION I
BIDDING INFORMATION

Sealed proposals for procurement of H.D.P.E pipe and materials for phase 9 A of the Watson-McKenzie Main Canal Pipeline Project may be submitted to Marc Thalacker at Three Sisters Irrigation District, 68000 Hwy 20 W, Sisters, OR 97759. Bids shall be titled: **BID: WATSON-MCKENZIE MAIN CANAL PROJECT PIPELINE PHASE IX A.**

The estimated range of procurement cost is \$250,000 to \$300,000. Although TSID desires to complete the entire project as specified, the amount of actual procurement will be adjusted as necessary to match the funding available at the time of award.

Bids shall provide unit prices and total prices. Bids shall also provide a Grand Total which will include all transportation costs to TSID job site.

This procurement is for pipe and materials only.

In the event that the Bidder shall fail to enter into a contract within such time, the bid security bond in the amount of stated in the INVITATION TO BID and deposited herewith, shall be retained by the Three Sisters Irrigation District and it is agreed that said sum is a fair measure of the amount of damage that the Three Sisters Irrigation District will sustain because of such failure to enter into a contract.

Contract documents may be examined at Three Sisters Irrigation District, 68000 Hwy 20W, Bend, Oregon.

Before a Contract will be awarded for the materials, TSID will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to manufacture and deliver the size and type of materials specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by TSID to evaluate the Bidder's qualifications.

Each proposal must be accompanied by a certified or cashier's check or bid security bond in an amount equal to 5% (five-percent) of the total amount of the bid.

TSID reserves the right to waive any informality or to reject any or all proposals not conforming to the intent and purpose of the contract documents. Any Bidder may withdraw its Proposal prior to the time of bid opening and no Bidder may withdraw its Proposal after the time of bid opening. Three Sisters Irrigation District may cancel this procurement or reject any bid in accordance with ORS 279B.100.

Marc Thalacker District Manager

GENERAL DESCRIPTION AND SCOPE OF WORK:

A general description of the materials is contained in the INVITATION TO BID. The scope is indicated on the accompanying drawings and specified in applicable parts of these Contract Documents.

The work contemplated under this Contract includes all materials and transportation and services necessary for, and reasonably incidental to, the project described in the specifications and the accompanying drawings.

CONTRACT DOCUMENTS:

The Contract Documents under which it is proposed to execute all material bound herewith and the drawings which may be bound separately plus any addenda incorporated into the Documents.

These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a proposal shall have thoroughly examined all of the various parts of these Documents, and should there be any doubt as to the meaning or intent of said Contract Documents, the bidder should request of TSID, in writing (at least three working days prior to bid opening), an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents and will be furnished to all bidders receiving a set of the Documents, who shall indicate receipt of same in the space provided on the proposal form. TSID will not be responsible for any other explanation or interpretation of said Documents.

TYPE OF PROPOSAL:

Bids shall provide unit prices and total prices.

PREPARATION OF PROPOSALS:

All blank spaces in the proposal form must be filled in, with ink, using both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail.

Except as may be provided otherwise herein, proposals which contain omissions, erasures, alteration, or additions of any kind, or items uncalled for, or in which any of the items are obviously unbalanced, or which in any manner shall fail to conform to the conditions or intent of the Contract Documents, or which are unlawful, may be rejected as informal.

The bidder shall sign the proposal in the space provided therefor. If the bidder is a corporation, the legal name of the corporation shall be set forth in the space provided, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a co-partnership, the true name of the firm shall be set forth in the space provided, together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with TSID prior to opening of proposals or submitted with the proposal, otherwise the proposal will be regarded as not properly authorized.

SUBMISSION OF PROPOSALS:

All proposals must be submitted at the time and place and in the manner prescribed in the INVITATION TO BID. Proposals must be made on the prescribed proposal forms. Each proposal must be submitted in a sealed envelope, marked as to indicate its contents and the name of the bidder, and addressed in conformance with the instruction in the INVITATION TO BID.

Before a Contract will be awarded for procurement of materials contemplated herein, TSID will conduct such investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the bidder shall submit such information as deemed necessary by TSID to evaluate the bidder's qualifications.

MODIFICATION OF BIDS:

A bidder may not modify any bid after it has been deposited with TSID. A bidder may withdraw its bid and deposit a new, sealed bid with TSID, prior to the time set for opening bids. No oral, telegraphic, facsimile, or telephone bids or modifications of bids will be considered.

SECURITY TO BE FURNISHED BY EACH BIDDER:

Each proposal must be accompanied by a certified or cashier's check or bid security bond in an amount equal to five-percent (5%) of the total amount of the bid that is stated in the INVITATION TO BID. The security will serve as guarantee that if awarded the Contract, the bidder will execute the Contract.

Bidder may submit a cashier's check or certified check if approved by TSID.

TSID reserves the right to hold the bid security bond of the lowest three bidders until the successful bidder has executed a Contract.

Should the successful bidder decline to execute a written contract after its bid has been accepted, the certified check or bid bond shall be forfeited as liquidated damages.

If the bidder elects to use a bid bond, it shall use the bid bond form attached herewith, or one conforming substantially to it in form and content.

DEADLINE FOR BIDS:

As per the ad in The Daily Journal of Commerce (dated January 15, 2018). All bids are due before January 25th, 2018 at 2pm. The bids will be opened immediately following the bid deadline.

OPENING OF BIDS:

At the time and place set for the opening and reading of the bids, as designated in the INVITATION TO BID, each and every official bid received prior to the scheduled closing time for receipt of bids will be publicly opened and read aloud, even though there may be irregularities or informalities therein, except that any proposal which is not signed or does not include the required bid security, will not be read and, consequently, will be rejected without consideration. Any bids received after the scheduled closing time for receipt of the bids will be returned to the bidder unopened.

RETURN OF BID SECURITY:

Within 30 days after the award of the Contract, TSID will return the bid securities to all bidders whose proposals are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than the bidder's bond and any guarantees which have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

BIDDER'S UNDERSTANDING:

Each bidder must inform himself of the conditions relating to the materials, and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful bidder of its obligation to enter into a Contract and deliver the materials in strict accordance with the Contract Documents.

Each bidder shall inform himself of, and the bidder awarded a Contract shall comply with, federal, state, and local laws, statutes and ordinances relative to the materials.

AWARD OF CONTRACT:

After the opening of proposals, TSID will either accept one proposal or reject all proposals. TSID reserves the right to waive any informality in said proposals or to reject any and all bids that are informal. The award will be made by TSID on the basis of that proposal from the lowest responsible qualified bidder which, in TSID's sole and absolute judgment, will best serve the interest of TSID. The acceptance of the proposal will be by written notice, mailed or delivered to the office designated in the proposal. In the event of failure of the lowest responsible bidder to sign and return the contract TSID may award the Contract to the next lowest responsible

bidder.

EXECUTION OF CONTRACT:

The successful bidder shall, after receiving notice of award, sign and deliver to TSID the Contract hereto attached as required by these Documents. After receiving the Contract from the successful Bidder, TSID's authorized agent will sign the Contract on November 10th, 2015. Signature by both parties constitutes execution of the Contract.

DELIVERY OF MATERIALS:

Once both parties have executed the contract TSID will issue a Notice to Proceed, and will be able to accept delivery of bid materials starting February 2nd, 2018; expecting completion of delivery of Phase IX materials by April 30th, 2018.

FAILURE TO EXECUTE CONTRACT AND FURNISH BID SECURITY BOND:

The bidder who receives a Contract award and who fails to promptly and properly execute the Contract, shall forfeit the bid security bond that accompanied its bid, and the bid security bond shall be retained as liquidated damages by TSID, and it is agreed that this said sum is a fair estimate of the amount of damages TSID will sustain in case the bidder fails to enter into Contract as herein before provided. Bid security bonds deposited in the form of a certified check, or cashier's check shall be subject to the same requirement as a bid bond.

PROPOSAL BID SCHEDULE
WATSON/MCKENZIE MAIN CANAL PIPELINE PROJECT PHASE IX A

BIDDER'S DECLARATION:

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of Three Sisters Irrigation District, and that the proposal is made without any connection or collusion with any person making another proposal on this Agreement.

The Bidder further declares that he has carefully examined the Contract Documents for the materials of the project, that he has satisfied himself as to the quantities involved, including the fact that the description of the quantities of materials, as included herein, is brief and to identify the said quantities with the detailed requirements of the Contract Documents, and that this proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this proposal.

ADDENDA:

The Bidder acknowledges that addenda numbers (if any)

(Bidder insert number of each addendum received)

have been received and examined as part of these Contract Documents.

PROPOSAL BID SCHEDULE
WATSON/MCKENZIE MAIN CANAL PIPELINE PROJECT PHASE IX A

Item	UNIT COST	# of UNITS	UNITS	Cost
42" HDPE DR 32.5 Pipe (IPS) (4710 resin)		3800	feet	
Rental of MegaMc no. 1648 (4 Jaw) welding machine and generator monthly. Including 42" inserts and rollers.		Per month	1 month	
Rental of MegaMc no. 1648 (4 Jaw) welding machine and generator monthly. Including 42" inserts and rollers.		Per week	1 week	
Units must have 2 years of service records available for inspection. Supplier must have A certified McElroy Mechanic on staff for repair and maintenance.				
The MegaMc 1648 must be field ready.				
Supplier guarantees onsite repair of the MegaMc 1648 to minimize any downtime. If MegaMc 1648 is down more than 5 days supplier will replace with a new rental MegaMc 1648 within 3 days				
42" x 36" HDPE DR 17 Concentric (cone) reducer (80 psi minimum)		1	each	
36" HDPE DR 17 (80 psi minimum) Flange Adapter *with ductile iron backing ring		2	each	
36" Spacer rings DR 17		2	each	
24" HDPE DR 17 (80 psi minimum) Flange Adapter *with ductile iron backing ring		1	each	
24" Spacer rings DR 17		1	each	
12" HDPE DR 17 (80 psi minimum) Flange Adapter *with ductile iron backing ring		1	each	
12" Spacer rings DR 17		1	each	

PROPOSAL BID SCHEDULE
WATSON/MCKENZIE MAIN CANAL PIPELINE PROJECT PHASE IX A

Item	UNIT COST	# of UNITS	UNITS	Cost
Waterman 6" AA-9 PRV set at 69 PSI		6	each	
6" Risers w/ Stainless Steel NPT threads DR 17		6	each	
42" by 6" Saddles DR 17 (welded to the risers)		6	each	
Waterman 4" CR-101 ARV		8	each	
4" Risers w/ Stainless Steel NPT threads DR 17		8	each	
42" by 4" Saddles DR 17 (welded to the risers)		8	each	
42"x 24" Clamshell with Flange, ss bolts& nuts (JCM epoxy coated) DR32.5		1	each	
42"x 12" Clamshell with Flange, ss bolts& nuts (JCM epoxy coated) DR32.5		1	each	
24" Butterfly control valves with traveling nut gear box and square nut drive (buried service)		1	each	
12" Butterfly control valves with traveling nut gear box and square nut drive (buried service)		1	each	
*All HDPE flanges & risers are to be welded to the butt fusion saddles				
*All HDPE flanges are to be made from solid billet material.				
*Grand Total will include ALL transportation costs for All materials				
		GRAND TOTAL		

PROPOSAL BID SCHEDULE
WATSON/MCKENZIE MAIN CANAL PIPELINE PROJECT PHASE IX A

BIDDER:

The name of the Bidder submitting this proposal is _____ doing business at

Street City State Zip Code

which is the address to which all communications concerned with this proposal and with the contract shall be sent. The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

(If sole proprietor or partnership)

Bidder's CCB License Number is current, valid and in effect. CCB # _____

In witness hereto the undersigned has set their (its) hand this ____ day of _____, 20__.

Signature of Bidder

Title

Bidder (if corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this ____ day of _____, 20__.

Name of Corporation

By

President

By

KNOW ALL MEN BY THESE PRESENTS, That _____, hereinafter called the PRINCIPAL, and _____, a corporation duly organized under the laws of the State of _____, having its principal place of business at _____, in the State of _____, and authorized to do business in the State of Oregon, as SURETY, are held and firmly bound unto Three Sisters Irrigation District, as obligee, hereinafter called TSID, in the penal sum of dollars (\$ _____), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS BOND ARE SUCH That, whereas the PRINCIPAL herein is submitting his or its bid proposal for the Watson/McKenzie Main Canal Project Pipeline Phase IX A, said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the contract be awarded to said PRINCIPAL, and if the said PRINCIPAL shall execute the proposed Contract and shall furnish such bid security bonds as required by the bidding and Contract Documents within the time fixed by said documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish said bonds, the SURETY hereby agrees to pay to TSID the penal sum as liquidated damages.

Signed and sealed this ____ day of _____, 2018.

Principal

By

Surety

By Attorney-in-Fact

(A certified copy of the agent's power-of-attorney must be attached hereto.)

SECTION II

CONTRACT DOCUMENTS

This Contract, made and entered into this ____ day of _____, 2018 by and between Three Sisters Irrigation District, hereinafter called "TSID" and _____, hereinafter called the "SUPPLIER",

W I T N E S S E T H

Said SUPPLIER in consideration of the sum to be paid SUPPLIER by the said TSID and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to furnish all the materials for the project described as: Watson/McKenzie Main Canal Irrigation Pipeline Project Phase IX A, to the extent of the proposal made by the SUPPLIER and agreed to by TSID dated this ____ day of _____, 2018 all in full compliance with the Contract Documents referred to herein.

The "INVITATION TO BID", the "INSTRUCTIONS TO BIDDERS", the signed copy of the "PROPOSAL", the "BID SECURITY BOND", the "GENERAL CONDITIONS, the "SUPPLEMENTARY CONDITIONS", and the "SPECIFICATIONS", are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the faithful delivery of the specified materials herein embraced, as set forth in these Contract Documents, and in accordance with the direction to TSID's satisfaction to the extent provided in the Contract Documents, TSID agrees to pay the SUPPLIER the amount bid as adjusted in accordance with the proposal as determined by the Contract Documents and specified by TSID or as otherwise herein provided.

The SUPPLIER agrees to deliver the materials within the time frame specified herein.

In consideration of the faithful delivery of the specified materials described in these Contract Documents, and subject to acceptance of such work by TSID, TSID agrees to pay the SUPPLIER for materials provided pursuant to this Contract. Such compensation shall be based on the bid amount, and shall be pursuant to terms of this Agreement.

The SUPPLIER agrees to indemnify and hold harmless TSID from any and all defects appearing or developing in the materials furnished under this Contract for a period of one year after the date of acceptance of the work in the Contract by TSID.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this ____ day of _____, 2018

TSID:
Three Sisters Irrigation District

SUPPLIER:
By_____

Title_____

Title_____

By_____

By_____

Title_____

Title_____

CONTRACT CONDITIONS

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CONTRACT CONDITIONS

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DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the Agreement, in any documents or in other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows, all of which are applicable to both the singular and plural thereof.

AGREEMENT: The written agreement between TSID and SUPPLIER covering the work to be performed; other Contract Documents are attached to the Agreement.

ADDENDUM: A supplement to any of the Contract Documents issued, in writing, after advertisement of, but prior to, the opening of bids for an Agreement.

ADVERTISEMENT: An announcement inviting bids for work to be performed and materials to be furnished.

APPLICATION FOR PAYMENT: A statement and invoice provided by SUPPLIER to TSID for MATERIALS DELIVERED.

AS APPROVED: The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by TSID".

BIDDER: Wherever the word "bidder" occurs in these Contract Documents, the word shall signify any person, firm, partnership, or corporation submitting a proposal on this project.

BID SECURITY: The certified check, cashier's check, or surety bond, which is required to be submitted with the Proposal to insure execution of the Agreement and the furnishing of the required bonds.

CHANGE ORDER: A written order to the SUPPLIER signed by TSID, authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT: See Agreement.

CONTRACT DOCUMENTS: The "Contract Documents" consist of the invitation to bid, the instructions to bidders, the proposal, the agreement, the general conditions, the supplementary conditions, the specifications, and the drawings, including all modifications thereof incorporated into the documents before their execution, and including all other requirements incorporated by specific reference thereto. These form the Agreement.

CONTRACT CONDITIONS

CONTRACT PRICE: The total amount payable to SUPPLIER under the Agreement.

SUPPLIER: The person or persons, co-partnership, corporation, or joint venture who have entered into an agreement with TSID as party or parties of the second part, or its or their legal representatives. The word "SUPPLIER", although used herein as terming an individual, shall be taken to mean the SUPPLIER, its agents, employees, officials, sub-suppliers, or anyone connected with the work herein set forth on behalf of the SUPPLIER.

CONTRACT TIME: The number of calendar days stated in the Contract Documents, allowed for delivery of materials, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar days, the contract shall be completed by that date.

DAY: Unless otherwise stated, the term "day" shall be taken to mean a calendar day of 24 hours, beginning at 12:00 midnight. Saturdays, Sundays and holidays shall be included.

TSID: Unless otherwise provided, wherever the word "TSID" occurs in these Contract Documents, the word shall signify Three Sisters Irrigation District.

INSPECTOR: An authorized representative of TSID or TSID assigned to make field observations of the materials furnished or being furnished by the SUPPLIER.

INTENTION OF TERMS: Whenever, in these specifications, the words "required", "permitted", "ordered", "designated", "prescribed", or words of the like import are used, it shall be understood that the requirement, permission, order, designation, or prescription of TSID is intended; and similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, or acceptable to, or satisfactory to TSID, subject in each case to the final determination of TSID.

LABORATORY: The official testing laboratories of TSID or such other laboratories as may be designated by TSID.

MATERIALS: Any substance incorporated in the bid proposals.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by TSID.

CONTRACT CONDITIONS

NOTICE OF AWARD: The written notice by TSID to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by Bidder within the time specified, TSID will execute and deliver the Agreement to Bidder.

NOTICE TO PROCEED: A written notice to the SUPPLIER fixing the date on which to begin the actual manufacturing the materials. If applicable, the Notice to Proceed shall state the date on which the Contract Time will commence to run.

PROPOSAL: The written offer of the bidder submitted on the approved proposal form setting forth the prices for the materials.

SPECIFICATIONS: The terms, provisions, and requirements contained herein as supplemented by such special conditions as may be necessary, pertaining to either the materials and/or work to be furnished under the Agreement.

STANDARD SPECIFICATIONS: Codes, rules and regulations referred to in these specifications by basic name or designation only, shall be considered to be of the latest issue with all amendments as of the date of these specifications. Applicable portions of such shall become a part of these Contract Documents.

SURETY: A corporation, licensed to conduct the business of surety in the State of Oregon, and named in the current list of approved sureties published by the U.S. Treasury Department Circular 570. All bonds signed on behalf of the Surety must be accompanied by a certified copy of the authority to act.

If the Surety on any bond furnished by the SUPPLIER is declared bankrupt or becomes insolvent or its rights to do business is terminated in the State of Oregon or it ceases to meet the requirements outlined above, SUPPLIER shall within five days thereafter, substitute another Bond and Surety, both of which shall be acceptable to TSID.

WRITTEN NOTICE: Wherever the term "Written Notice" occurs in these Contract Documents, the term shall signify a written communication delivered in person to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended, or, if delivered or sent by registered mail, to the last business address known to it who gives the notice.

CONTRACT DOCUMENTS

INTENT OF CONTRACT DOCUMENTS:

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Materials described in words that so applied have a well known technical and trade meaning shall be held to refer to such recognized standards.

INCONSISTENCIES AND OMISSIONS:

Any inconsistency, conflict, error or omission found in the Contract Documents shall be reported to TSID in writing immediately and before proceeding with the work affected thereby; however, SUPPLIER shall not be liable to TSID or TSID for its failure to discover any conflict error or inconsistency in the Contract Documents. TSID will clarify inconsistencies or omission, in writing, within a reasonable time. The decision of TSID shall be final.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- Modifications - the last in time being the first in precedence, including all Addenda to the Contract Documents
- Agreement
- Supplementary Conditions
- Instructions to Bidders
- General Conditions
- Specifications

ALTERATIONS AND CHANGE ORDERS:

TSID, without invalidating the Agreement, may at any time order additional materials. All additional materials shall be authorized by Change Order and executed under the conditions of the original Agreement, except that claim by either party for time and payment increase or decrease caused thereby shall be adjusted at the time of ordering such change.

THE SUPPLIER AND ITS EMPLOYEES

REJECTED MATERIAL:

Any material condemned or rejected by TSID or its authorized inspector because of non-conformity with the Contract Documents shall be removed at once from the vicinity of the work by the SUPPLIER at its own expense, and the same shall not be used on the work.

UNNOTICED DEFECTS:

Failure on the part of TSID to condemn or reject bad or inferior materials shall not be construed to imply acceptance of such materials.

NO PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any of the provisions hereof in exercising any authority granted by the Agreement, there will be no personal liability upon any public official.

GENERAL LIABILITY

The Supplier shall hold harmless TSID, its employees, offices, agents, and representative, from any loss or damage to person or property arising out of the negligent acts of the Supplier or Supplier's staff, agents, or representatives in the performance of this Contract, and shall indemnify TSID for any and all damages, including legal costs and attorney's fees, arising from such negligent acts. Nothing in this paragraph shall be interpreted to require the Supplier to hold harmless or indemnify TSID for damages resulting from the negligent acts of TSID, its employees, officers, agents and representatives.

PROPERTY RIGHTS IN MATERIAL:

Nothing in the Agreement shall be construed as vesting in the SUPPLIER any right of property in the material used after they have been attached or affixed to the work or the soil and accepted by TSID. All such materials shall become the property of TSID upon being so attached or affixed and accepted.

MATERIALS AND APPLIANCES:

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The SUPPLIER, shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the project TSID and TSID assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable national, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

SAMPLES, TESTING AND INSPECTION:

All materials to be incorporated in the work shall be subject to sampling, testing, and approval. Samples furnished by the SUPPLIER shall be representative of the materials to be used. TSID may select samples or may require that samples be delivered to and tested as required by the Specifications at the laboratory designated by TSID.

All sampling and testing of materials shall be done in accordance with the latest designated standard methods of AASHTO, ASTM, etc. or in accordance with special methods designated in the Specifications.

The SUPPLIER shall furnish, without extra charge the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by TSID. When required, the SUPPLIER shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

PERMITS AND LICENSES:

The SUPPLIER shall keep himself fully informed of all local ordinances, State and Federal laws, ordinances and regulations, in any manner affecting the work herein specified. It shall at all times comply with said ordinances, laws, and regulations, and protect and indemnify TSID and officers and agents against any claim or liability arising from or based on the violation of such laws, ordinances, or regulations.

CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE (WARRANTY):

All materials shall be guaranteed for a period of one (1) year against defects in materials and workmanship. The SUPPLIER hereby agrees to make, at its own expense, all repairs or replacements necessitated by defects in materials that become evident within one (1) year after the date of written notice from TSID recommending final acceptance of the entire project, or entire schedule, by TSID. The SUPPLIER also agrees to hold TSID harmless from claims of any kind arising from damage due to said defects. The SUPPLIER shall make all repairs and replacements promptly upon receipt of written orders for same from TSID. If the SUPPLIER fails to make the repairs and replacements promptly, TSID may do the work, and the SUPPLIER and its surety shall be liable for the cost thereof.

PAYMENT

BASIS OF PAYMENT:

In consideration of the faithful performance of all the covenants, stipulations, and conditions in these Contract Documents, TSID covenants and agrees to pay the Supplier the amount bid as adjusted when so stipulated in the Supplier's Proposal on the basis of the unit prices named in the Supplier's Proposal for the materials actually delivered as determined by the final estimate of TSID, and less any deductions for claims and damages paid by TSID due to acts or omissions of the SUPPLIER and for which it is liable under this Agreement.

SUPPLIER warrants and guarantees that title to all materials covered by any application for payment, whether incorporated in the project or not, will pass to TSID at the time of payment free and clear of all liens, claims, security interests and encumbrances.

CHANGE ORDERS:

Payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in 1, 2, or 3 below:

1. **UNIT PRICES.** If applicable, those unit prices stipulated in the Proposal, or unit prices negotiated and mutually acceptable to the SUPPLIER and TSID.

CONTRACT CONDITIONS

In "1" above, Supplier's quotations for Change Orders shall be in writing and firm for a period of forty-five (45) days. Any compensation agreed upon, and subsequently paid by TSID for materials defined in a Change Order shall be deemed to include all costs and expenses related to such materials.

Material charges shall be substantiated by valid copies of vendors' invoices for materials used in the alterations covered by Change Orders.

ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:

The acceptance by the SUPPLIER of the final payment shall release TSID and TSID as agent of TSID from all claims and all liability to the SUPPLIER for all things done or furnished in connection with the materials, and every act of TSID and others relating to or arising out of the work. No payment, however, final or otherwise, shall operate to release the SUPPLIER from obligations under these Contract Documents.

NO WAIVER OF RIGHTS:

Neither the inspection by TSID, through TSID or any of its employees, nor any order by TSID for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by TSID or TSID, nor any extension of time, nor any possession taken by TSID or its employees, shall operate as a waiver of any provision of these Contract Documents, or any power herein reserved to TSID, or any right to damages herein provided, nor shall any waiver of any breach in this Agreement be held to be a waiver of any other or subsequent breach.

LITIGATION FEES AND EXPENSES

In the event suit or action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court may adjudge reasonable as attorney's fees in such suit or action, in both trial and appellate courts.

DEFINITIONS

Whenever the word "owner" appears in these Contract Documents, it shall refer to:

Three Sisters Irrigation District
68000 Hwy 20 W
Bend, OR 97701

Mailing Address:

P.O. Box 2230
Sisters, OR 97759

Rental of the MegaMc 1648 four jaw machines. Units must have 2 years of service records for inspection. Supplier must have a certified McElroy Mechanic on staff for repair and maintenance.

The MegaMc 1648 four jaw machine must be field ready.

Monthly rental price for the MegMc 1648 includes 42” inserts and 2 rollers

Supplier guarantees onsite repair of the MegaMc 1648 to minimize any downtime. If MegaMc 1648 is down more than 5 days, supplier will replace with a new rental MegaMc 1648 within 3 days.

All HDPE flanges are to be made from solid billet material.

All HDPE flanges and risers are to be welded to the butt fusion saddles

All HDPE reducers are to be Concentric 1 piece (Not welded together)

Grand Total will include all transportation costs for all materials.

TSID will work with supplier and grant delivery date extensions for valves and fixtures as needed.

SECTION IV
TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

Section 01000 – General Requirements

Section 01100 – Products

SECTION 01000 - GENERAL REQUIREMENTS

A. GENERAL:

Deliver in a timely manner said items in contract to Three Sisters Irrigation District.

B. COORDINATION:

It is the Supplier's responsibility to be certain that materials selected by him, or for him by his material suppliers, conform exactly to the requirements of the drawings and specifications.

Approval of manufacturer's name by Engineer does not relieve Suppliers of responsibility for providing materials which comply with Contract Documents.

C. INSPECTION AND TESTING:

All tests called for in the specifications or deemed necessary by the Engineer will be performed by TSID or its authorized representative except when indicated otherwise in the specifications. In the event test results do not meet the specification, any cost for retesting as may be required by the Engineer shall be paid for by the Supplier's.

GENERAL:

In addition to requirements in each Section of the specification, comply with the following listed herein.

A. DELIVERY:

Deliver products bearing manufacturer's name, brand, with labels intact and legible. If products are usually packaged for delivery by manufacturer, then deliver in original, unopened, undamaged packaging. Also, deliver fire-rated products bearing testing agency label and required fire classification numbers.

B. HANDLING:

Handle/transport products with care to prevent soiling or other physical damage.

C. DAMAGED OR MARRED PRODUCTS:

It is the responsibility of the Supplier to inspect all material and supplies for flaws, damages, etc. In the event of questionable material or supplies, TSID shall have the right to accept or refuse said materials.

H.D.P.E PIPE:

A. SCOPE

This specification designates general requirement for high density polyethylene (H.D.P.E.) pipe. The pipe supplier shall certify compliance with the requirements of these specifications in writing.

B. TRANSPORTING AND OFFLOADING PIPE

1. During loading, transportation and unloading every precaution should be taken to prevent injury to the pipe. No pipes should be dropped from cars or trucks, or allowed to roll down slides without proper retaining equipment. During transportation each pipe shall rest on suitable pads, strips, skids, or blocks securely wedged or tied in place. Any pipe damaged shall be replaced.

2. The Supplier shall handle pipe with wide belt slings. Chains, cables, or other equipment likely to damage the pipe shall not be used.

C. MATERIALS

4 INCHES AND LARGER-

Pipe shall be High Density Polyethylene. Pipe shall be manufactured from a PE 4710 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin materials will meet the specifications of ASTM D-3350 with a cell classification of PE: 445574C/E. Pipe shall have a manufacturing standard of ASTM F-714. Size will be to iron pipe sizes (IPS). The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material.

The polyethylene raw material shall contain a minimum of 2% well dispersed, finely divided carbon black for UV stabilization.

The pipe shall be homogenous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density and other physical properties.

The pipe shall be resistant to corrosion from high levels of hydrogen sulfide or other chemicals typically found in domestic and industrial sewage.

D. MEASUREMENT AND PAYMENT

The quantity of pipe of the various kinds, types, and sizes furnished, placed, and accepted will be field measured for payment to the nearest foot.

The accepted pay quantities will be paid for at the contract unit price per unit of measurement, respectively, for each of the pay items set forth in the bid schedule. Said price and payment shall be full compensation for furnishing all materials, as set forth in the plans and specifications.

E. IN ADDITION

Pipe and Fittings- Size as indicated on the plans. Install as shown in accordance with the manufacturer's recommendations. Butt Fusion shall be the standard method of joining. The bidder must have the ability to support the product in the field, and have available to them fusion rental equipment for 8 inch butt-fusion saddles.

There must also be available a field technician to service the equipment and train TSID personnel.

FITTINGS:

Butt-Fusion Fittings- Fittings shall be PE4710 HDPE, Cell Classification of 445574C/E as determined by ASTM D-3350 and be the same base resin as the pipe. Fittings can be molded or mitered. Sizes will be IPS sizes. Molded & fabricated fittings shall have a pressure rating equal to the pipe unless otherwise specified in the plans. Fabricated fittings shall be manufactured using data recorder. Temperature, fusion pressure and a graphic representation of the fusion cycle shall be part of the quality control records. All fittings shall be suitable for use as pressure conduits, and have nominal burst values of three and one-half times the Working Pressure Rating (WPR) of the fitting.

- A. Markings for molded fittings shall comply with the requirements of ASTM D 3261. Fabricated fittings shall be marked in accordance with ASTM F 2206.

TESTING

All delivered pipe shall meet or exceed the testing requirements and specifications of ASTM F-1473

INSPECTION

Inspect the pipe for defects before installation and fusion. Defective, damaged, or unsound pipe will be rejected.

End Specification

AA-9

PRESSURE RELIEF VALVE

- FOR PRESSURE SETTINGS TO 120 P.S.I.
- AVAILABLE IN 6" SIZE
- CAST IRON BASE

USES:

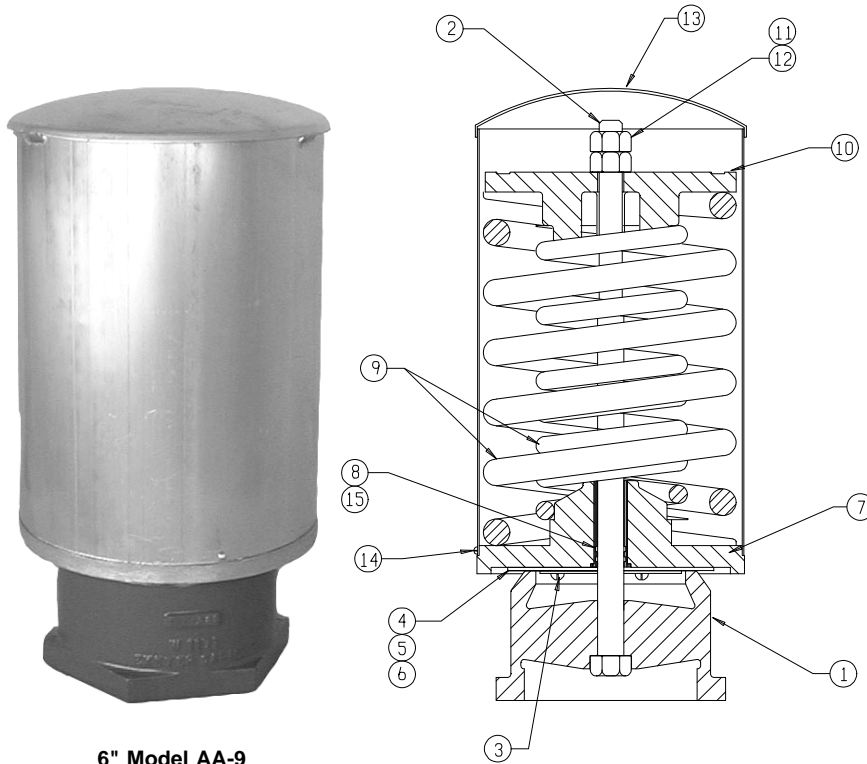
The Waterman Model AA-9 may be used for pressure relief on any pipeline with operating pressures up to 120 PSI where a large volume discharge is needed. The AA-9 meets the requirements of the Soil Conservation Service specifications and has a larger orifice that is a feature not found on most other makes.

FEATURES:

Thorough engineering in the design of this unit provides for maximum volume discharge. Compare the valve opening with its nominal size, then compare with other relief valves now being sold.

Each valve is factory set and hydrostatically tested to assure accuracy. (May also be specially ordered for customer final adjustment and sealing.) Automatic operation is provided by alloy steel carbon spring, engineered and specially manufactured for these valves to provide sensitive operation and maximum volume discharge.

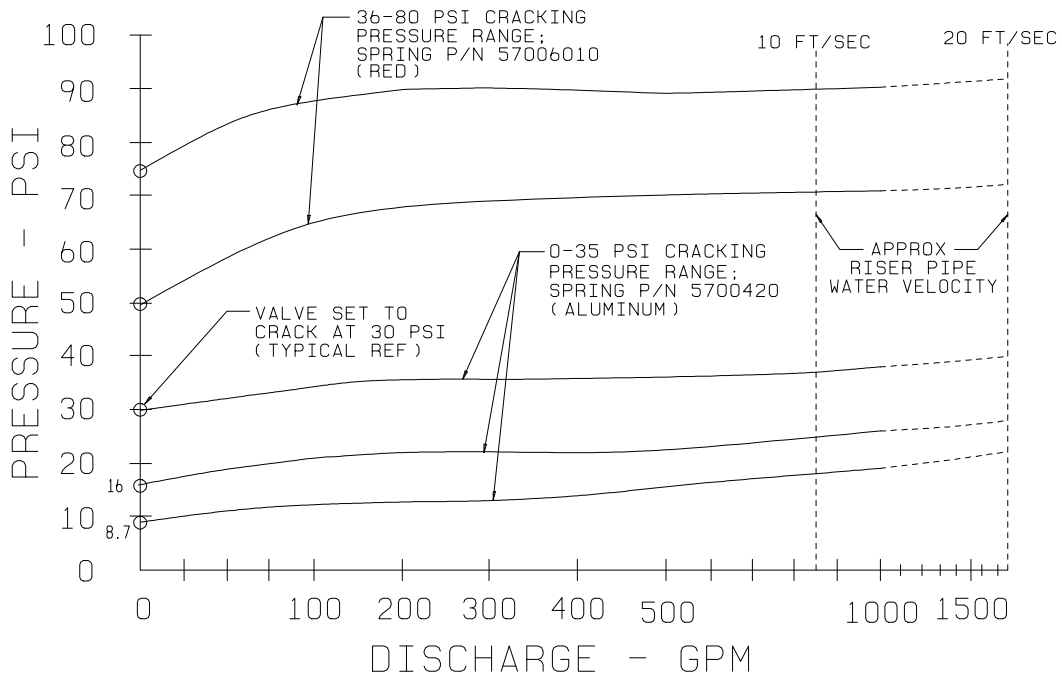
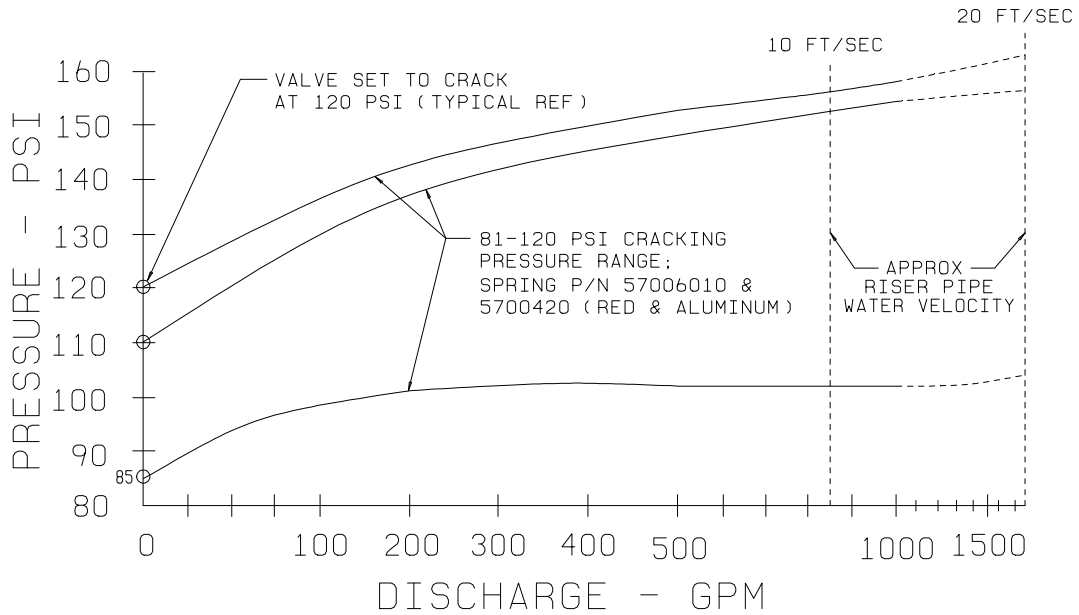
Materials are selected for long trouble-free "fail safe" service. A teflon seal face and bushing prevents sticking, even after long exposure to sunlight and heat. A rubber composition seal backing is cloth inserted to prevent seal "blow-out" or creep. The threaded base is high strength, close grained grey iron to eliminate thread "galling" or "freezing" which may occur with aluminum threads. Spring retainers and cover are high strength cast aluminum. Guide rod and all fasteners are stainless steel. Galvanized or plated hardware is never used.



6" Model AA-9

PARTS LIST		
No.	Name	Qty.
1	Base	1
2	Stud Shaft	1
3	Screw	3
4	Gasket Retainer	1
5	Seal Face	1
6	Cover Gasket	1
7	Cover	1
8	O-Ring Seals	1
9	Coil Spring	1
10	Spring Retainer	1
11	Double Adjusting Nut	1
12	Washer	1
13	Spring Cover	1
14	Drive Screw	1
15	Teflon Bushing	1

6" AA-9 PRESSURE RELIEF VALVE



Notes:

1. Graphs represent actual test results of Waterman pressure relief valves that were tested at Utah Water Research Laboratory, Utah State University, Logan, Utah.
2. Performance of individual valves may vary 2-3 PSI from that shown due to spring variations.
3. Pressure relief valves meet the requirements specified in SCS specification 430-EE, dated April 1982 and 430-DD, dated April 1982.

CR-101 CONTINUOUS ACTING AIR VENT & VACUUM RELIEF VALVE

- LIGHTWEIGHT ALUMINUM BODY
- LARGE VOLUME EXHAUST AS LINE IS FILLED.
- CONTINUOUSLY RELEASES SMALL POCKETS OF AIR WHILE LINE IS IN OPERATION.
- FOR LINE PRESSURES TO 100 P.S.I.
- WON'T LEAK AT LOW PRESSURES

USES:

This continuous acting valve provides air and vacuum protection, insures full line capacity, and conserves pump horsepower. The CR-101 is newly designed to provide sealing at pressures as low as 2 psi.

FEATURES:

The Model CR-101 has been especially designed to meet irrigation requirements of dependability, light weight and moderate price. Construction includes high strength aluminum alloy body, baffle, and rubber bonded poppet and a specially designed cylindrical float. The guide rod and assembly hardware are stainless steel. Cast iron is used for the threaded base to provide easy installation and removal without the thread damage which can occur with aluminum threads.

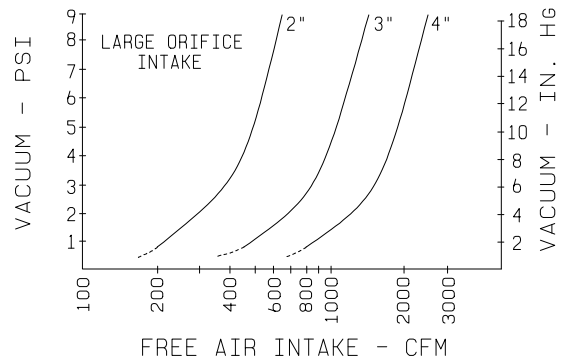
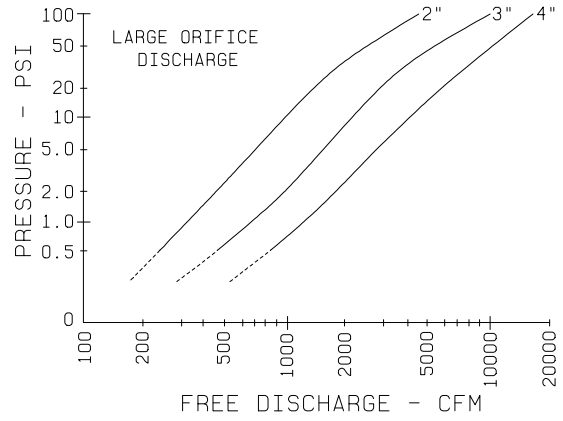
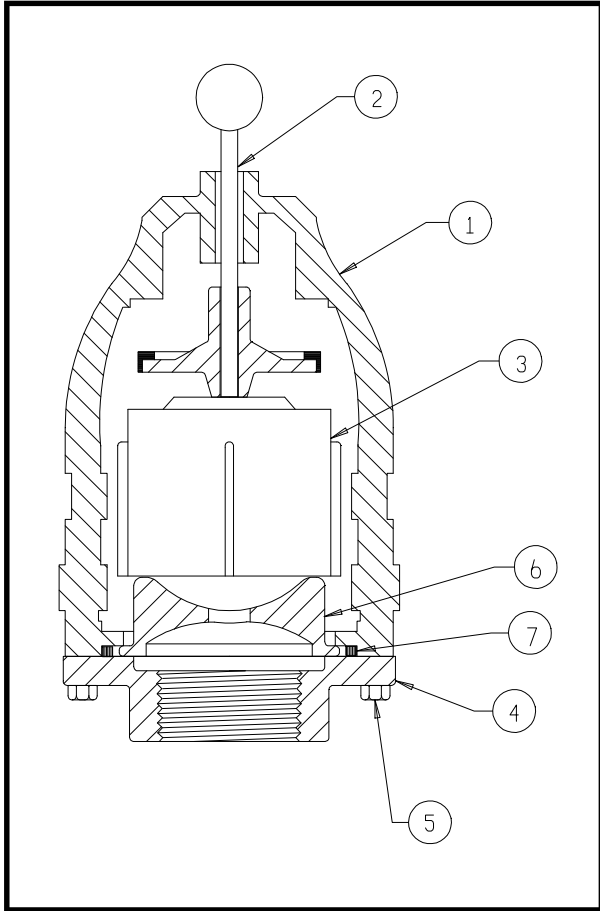
Model CR-101
2", 3", and 4"



Small Orifice Size:
2" Valve + $\frac{1}{16}$ "
3" & 4" Valve + $\frac{3}{32}$ "

CR-101 CONTINUOUS ACTING AIR VENT & VACUUM RELIEF VALVE

A



PARTS LIST		
NO.	NAME	QTY.
1	Body	1
2	Poppet Assy.	1
3	Float Ball	1
4	Base - Cast Iron	1
5	Attaching Bolt	4
6	Body Gasket	1

