

This Contract, made and entered into this ____ day of _____, 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 IV, to the extent of the proposal made by the SUPPLIER and agreed to by TSID dated this ____ day of _____, 2013 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.

AGREEMENT

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 _____, 2013

TSID:

Three Sisters Irrigation District

By_____

Title_____

By_____

Title_____

SUPPLIER:

By_____

Title_____

By_____

Title_____