

CONTRACT DOCUMENTS

FOR

WATSON-MCKENZIE MAIN CANAL PIPELINE PROJECT

PHASE IV

JANUARY 2013

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 IV

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WATSON-MCKENZIE MAIN CANAL PIPELINE PROJECT
PHASE IV

SECTION I

BIDDING INFORMATION

INVITATION TO BID

Sealed proposals for procurement of H.D.P.E pipe and materials for phase IV of the Watso-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 IV.**

The estimated range of procurement cost is \$800,000 to \$1,000,000. 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

INSTRUCTIONS TO BIDDERS

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 and give a performance bond as required.

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 18th, 2013). All bids are due before January 31st, 2013 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:

INSTRUCTIONS TO BIDDERS

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 February 7th. 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 8th; expecting completion of delivery of Phase IV materials by March 29, 2013

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.